

**AGREEMENT FOR THE CREATION OF AN
INTERNATIONAL JOINT RESEARCH UNIT
“Evolutionary Biology and Ecology of Algae”
UMI“EBEA”**

Between, on one hand

The **Centre National de la Recherche Scientifique**, hereinafter referred to as «**CNRS**» a public scientific and technological institution, having its registered office at 3, rue Michel-Ange, 75794 Paris cedex 16, France, represented by its President, Alain Fuchs,

The **Université Pierre et Marie Curie**, hereinafter referred to as «**UPMC**» a public, scientific, cultural and professional institution, having its registered office at 4, place Jussieu 75252 Paris cedex 05, France, represented by its President, Jean Chambaz,

And, on the other hand

The **Pontificia Universidad Católica de Chile**, hereinafter referred to as “**PUCCh**”, a private educational scientific research institution, having its registered office at Alameda 340, Santiago, Chile, represented by its Rector, Ignacio Sánchez Díaz,

The **Universidad Austral de Chile**, hereinafter referred to as “**UACH**”, a Corporation under private law and a nonprofit institution of higher education, having its registered office at Independencia 641, Valdivia, Chile, represented by its Rector, Víctor Cubillos Godoy;

Hereinafter referred to collectively as the “Parties” or individually as the “Party”.

In view of decision number 920520SOSI of 24 July 1992, as modified, relating to operational structures for research,

In view of decision number 920368SOSI of 28 October 1992, as modified, relating to the formation, composition, authority and operating of the laboratory councils of operational structures for research and operational structures for service of the CNRS.

According to the Agreement between the Government of the French Republic and the Government of the Republic of Chile for the development of joint scientific research signed in Santiago on October 24, 1994

According to the Agreement between CNRS and the Comisión Nacional de Investigación Científica y Tecnológica (CONICYT) of the Republic of Chile, signed on July 9, 1991 and renewed on December 13, 2004 and the Memorandum of Understanding signed on December 11 2007 and its Amendment N°1 signed on May 28, 2009 ;

Preamble

The proposed UMI "Evolutionary Biology and Ecology of Algae" (EBEA), is built on a solid history of scientific collaboration between the "Station Biologique de Roscoff" (SBR) and the "Pontificia Universidad Catolica de Chile" (PUCCh). Members of these two organizations have been working together since 1997 (PICS-CNRS, ECOS-CONICYT projects, European INCO DEV project) and a strong collaboration has been built up over that time. Among those, four participants to the proposed UMI project (namely Juan Correa, Christophe Destombe, Sylvain Faugeron and Myriam Valero) were already involved in the collaboration since this date. The link between Roscoff and Santiago was reinforced in 2003 with the creation of an International Associated Laboratory ("Laboratoire International Associé" or LIA, co-direction Juan Correa in Chile, Myriam Valero in France) between the two institutions under the title "Dispersal and Adaptations in Marine Species". These interactions have proven to be very productive in terms of publications and highly valuable for the training of young scientists

The UMI EBEA is proposed in continuity to the LIA. However, only part of the teams involved previously in the LIA (namely the Bedim team in Roscoff, the team of Juan Correa in PUCCh and team of Marie-Laure Guillemain in UACH) will be involved in this structure (see the organization chart). In parallel a more flexible structure highly complementary to the UMI is also proposed: the GDRI "Diversity, Evolution and Biotechnology of Marine Algae". The GDRI will allow some of the themes developed in detail by the UMI to be extended to other fields (such as genomics and transcriptomics, for example). The GDRI will also provide a flexible mechanism to build a network of scientists around the central themes of the LIA/UMI and to extend the collaborative program to a third country, Brazil.

The UMI shall be located at the Station Biologique de Roscoff. And the «raison d'être» of the UMI is to promote the collaborative links between France and Chile mainly in basic science and education in marine science, but also on more applied issues related to algal cultivation and conservation of marine resources. In that respect, two mirror sites shall be located in Chile, respectively, at the PUCCh and at the UACH. These mirror sites shall facilitate the exchanges and use of the research facilities at the PUCCh and at the UACH by all the Parties. Personnels from the UMI shall be hosted in Chile to carry out joint research activities in the mirror sites of the UMI EBEA.

The following has been agreed upon:

Article 1 – Purpose

An international joint research unit (UMI) is hereby created between the Parties, called: **Evolutionary Biology and Ecology of Algae "EBEA"**

Details of the scientific Program of this UMI are provided in annex 1, which is attached to this Agreement.

The UMI is placed under the joint responsibility of the Parties which provide it with staff and resources.

The UMI is located :

- In France in the main site at the Station Biologique de Roscoff.
- in Chile in mirror sites at the Facultad de Ciencias Biológicas of the PUCCh and at the Facultad de Ciencias of the UACH.

The UMI's CNRS code number is: UMI3614.

For the CNRS, it reports to the Institut Ecologie et Environnement (INEE) (Ecology and Environment)

For the PUCCh, it reports to the Facultad de Ciencias Biológicas.

For the UACH, it reports to the Dirección de Investigación y Desarrollo.

Article 2 – Term – Renewal – Termination

This Agreement is executed for a five year term as from January 1st, 2014. It may be renewed by an amendment.

On exceptional and justified grounds, the UMI may be terminated prior to the end of the contractual term with a year's written notice. In this case, the Parties shall endeavour to successfully complete the joint initiatives which have been started.

The renewal, or non-renewal, or termination decision is taken following an opinion from the Parties' relevant statutory bodies, the Director, the UMI's Laboratory Council and Scientific Committee.

Notwithstanding the expiry or termination of this collaboration, the provisions of articles "Publications", "Results" and "Confidentiality" shall survive.

Article 3 – Management of the UMI

The Director is appointed jointly by the Parties, in accordance with the regulations in force and following the opinion of the relevant statutory bodies. Should the term of office be interrupted, the Director's replacement shall be appointed according to the same procedure.

On the signature date of this Agreement, the Director of the UMI is Myriam Valero.

The Director is responsible for managing all the resources provided to the UMI and approves any secondment of staff to the UMI and all the resources allocated to the UMI by third parties. The Director is responsible for choosing trainee researchers.

Every two years, the Director drafts an activity report which is sent to the Parties.

The Director is assisted by a Deputy Director appointed by the Parties. On the signature date of this Agreement, the Deputy Director is Sylvain Faugeron.

Article 4 – Scientific committee

The UMI has a Scientific Committee, composed as follows:

- the Director of the CNRS's Institute of Ecology and Environment (INEE) or his/her representative;
 - the President of UPMC or his/her representative
 - the Dean of Facultad de Ciencias Biológicas of the PUCCh or his/her representative;
 - the Director of Dirección de Investigación y Desarrollo of the UACH or his/her representative.
- four (4) persons from outside the UMI, in an advisory capacity, chosen by joint agreement between the Parties for their expertise.

The chairman of the Scientific Committee is appointed by the Parties from amongst committee members. The term of office of committee members is the term of the Agreement. It will meet at least once every two years with a mandatory meeting being held prior to the unit's renewal.

The Scientific Committee makes suggestions concerning the UMI's scientific directions and verifies implementation thereof. It provides opinions on:

- the results of the research accomplished, taking into account the initial objectives and the resources granted to the UMI;
- the UMI's research programs and the requests for resources required to conduct them;
- any other matters related to the UMI's general organisation and scientific work.

The Director (and the Deputy Director) assist(s) the committee in an advisory capacity.

The decisions of the Scientific Committee are unanimously adopted by representatives of the Parties, which are present or represented.

Article 5 – Laboratory Council

5.1. Composition

As the UMI's headcount is less than 30, a General Assembly composed of the personnel is settled as a Laboratory Council.

5.2. Missions and running

The Laboratory Council, chaired by the UMI's Director, is an advisory body. In particular, it provides its opinion on any measure related to resources, the organization and operations of the UMI and, more generally, on any matter that the UMI's Director considers appropriate to refer to.

The Laboratory Council meets at least once a year. It is convened by its chairman, either at his/her initiative, or at the request of a third of its members. Following an invitation from the chairman, it may hear any person involved in the UMI's work or called as an expert in respect of an item on the agenda.

As and when required, by-laws will dictate the other operating rules.

Article 6 – Allocation of resources

During the term of this Agreement, the Parties shall provide the UMI with material research resources, which are not subject to any allocation or which are allocated for specific, jointly-defined assignments. During the term of the Agreement, the Parties shall endeavour to keep these resources at real and at least equivalent levels, both in terms of staff and credits. Should a reduction in resources be nevertheless necessary, such must be justified.

The Parties second staff to the UMI. A list of the UMI's staff is attached in annex 2 to this Agreement. It is updated every year.

The Parties shall keep each other mutually informed of staff movements: either Party may, within fifteen (15) days, provide the other with its justified refusal of the secondment of an agent.

In the event of a noticeable increase in the number of staff seconded to the UMI, a reassessment of the material resources required is carried out together with the UMI's Director.

As regards its staff, each Party remains bound by all the responsibilities and obligations relating to its capacity as employer.

The staff allocated to the UMI reports to the Director and is subject to the disciplinary procedures in force in the unit, without such in any way altering their rights and duties under their respective statuses.

CNRS and UPMC provide the unit with the infrastructure located at the Station Biologique de Roscoff, a detailed description of which appears in annex 3 hereto, and ensure the maintenance for which the owner is responsible.

The PUC provides the unit with infrastructure located at Santiago in the Department of Ecology, including exclusive office space for visiting professors, and in the marine station ECIM located at Las Cruces (both laboratory and office space). The UACH provides the unit with the infrastructure located at the Instituto de Ciencias Ambientales y Evolutivas in Valdivia and the Laboratorio de Recursos Acuáticos de Calfuco, Facultad de Ciencias, a detailed description of which appears in annex 3 hereto, and ensure the maintenance for which the owner is responsible. Infrastructure expenses are specified in the unit's provisional budget, once the Parties have agreed as to their nature and amount. The Parties shall discuss so as to decide on their respective contributions to payment of these expenses.

Annex 4 shows the financial contribution of the Parties for the first year.

Article 7 - Publications

7.1. Reference to publications

Publications by the UMI's staff shall mention the connection with the institutional affiliations:

- Name of author(s) :

- UMI “Evolutionary Biology and Ecology of Algae” n°3614
- CNRS – UPMC-PUCCh-UACH international Joint Research Unit, Roscoff, France.

7.2. Communication

The Parties wish to improve the visibility of research work and equip themselves with tools enabling the amount of publications and scientific renown of their laboratories to be reliably gauged. In this context, the Parties agree to implement a system for the filing of researchers' publications in electronic format, in particular, in an open archive system such as HAL.

Article 8 – Laboratory notebooks

Pursuant to a quality policy, the use of laboratory notebooks is mandatory in the UMI.

The laboratory notebooks are owned jointly by the Parties to which the UMI reports.

The UMI's Director is responsible for the notebooks' rules of use and in this respect, the Director shall ensure, in particular, that the notebooks are archived.

The UMI's Director can authorize copying for the personal use of the authors of the notebooks.

Article 9 – Partnership agreements

All research contracts that the UMI wishes to establish with third parties, public or private shall be entered into solely by the relevant Party receiving the funds and signed by this Party. Such Party shall be solely responsible for compliance with all terms of such research contracts and any law applicable to such Party in connection therewith.

In cases where the French Parties are involved, CNRS is deemed to be the relevant Party.

Draft agreements shall be sent to the other Parties which have fifteen days to provide their opinion. Beyond this deadline, the opinion of the Parties is considered as accepted.

In the event that compliance with the terms of a research contract entered into by one Party requires the participation of the other Party, the Parties may elect to enter into a tripartite agreement, in each case allocating certain research or other responsibilities to between or among the Parties.

For research contracts managed by the CNRS and including staff expenses, a deduction, representing a provision for redundancy, is made on the compensation, exclusive of taxes, but including social security and employer contributions.

Article 10 - Results

10.1. Ownership of results

The results, whether patentable or not, hereinafter referred to as the “Results”, which are obtained pursuant to the Agreement are the joint property of the Parties, hereinafter referred to as the “Joint Owners” on a pro rata basis of their respective intellectual, material and financial contributions.

Each Joint Owner retains ownership of the knowledge acquired by it outside this collaboration. Each Joint Owner is entitled to use, free-of-charge, and at its request, the Results of the other Parties for the sole purposes of its research and for research collaboration with third parties, to the exclusion of any and all other direct and/or indirect use for commercial purposes.

10.2. Appointment of an Administrator Institution for the protection and exploitation of the Results

The Joint Owners designate among them an Administrator Institution (hereinafter referred to as “Administrator Institution”) to be in charge of the protection and the exploitation of the results, taking into account their intellectual, material and financial contributions.

Nevertheless, for each Result jointly owned by the French public Parties, possibly with other Parties, a French public Party (hereinafter referred to as “Mandatory Institution”) is designated in accordance with the French law to be in charge of the protection and the exploitation of the French part of ownership. The Mandatory Institution represents the French public Parties Joint Owners.

10.3. Protection of the Results by patent

Patent applications are filed in the joint name of the Joint Owners; the name of the inventor(s) shall be mentioned.

The Administrator Institution has an express mandate from the other Joint Owners so as to manage the filing of patent applications and for obtaining and maintaining the resulting patents.

The Administrator Institution assumes responsibility for steering and monitoring the priority filing procedures; and keeps the other Joint Owners informed of the progress of the application and provides the list of foreign countries in which extensions shall be filed.

Should one of the Joint Owners waive entitlement to file or maintain a patent and/or part of the extensions effective, it shall advise the other Joint Owners, represented by the Mandatory Institution when appropriate, thereof within a reasonable time frame so that they may continue on their own the procedure.

In addition, the waiving Joint Owner undertakes to sign or get signed any and all documents enabling the other Joint Owners to become sole owners of the said patent(s) in question; the Joint Owners which continue with the procedure in their own names and at their expense shall be the sole beneficiaries of any income generated by use of the patent in the countries for which the other Joint Owner waived entitlement to continue with the procedure.

The expenses relating to filing, the issuing procedure, keeping effective and extending patents shall be shared between the Joint Owners, the Mandatory Institution assuming the responsibility of the cost of the share of the French public institution involved in the UMI, on the basis of the contributions made by each Joint owner as set forth in article 10.1.

10-4. Patent infringement actions

Any proceedings, in particular, for infringement, or in order to claim ownership of a patent, shall be instituted by the Administrator Institution after having consulted with the other Joint Owners, represented by the Mandatory Institution when appropriate.

The Joint Owners' respective contributions to the costs of the proceedings shall be shared on the basis of the contributions made by each Joint Owner, set forth in article 10.1 of this Agreement.

If only one of the Joint Owners decides to bring a lawsuit, it may do so at its own initiative and exclusively in its name. It shall pay the related expenses and keep the compensations awarded.

10-5. Exploitation of the Results

The Administrator Institution receives an express mandate from the other Joint Owners to carry-out all exploitation-related work. In particular, it negotiates contracts on behalf of the Joint Owners with all companies wishing to exploit the Results.

The Administrator Institution shall keep the other Joint Owners, regularly informed of the results of the canvassing or its negotiations. Any licensing agreement shall be signed by all the Joint Owners.

The Administrator shall repay to the Joint Owners a proportion of the royalties resulting from the exploitation of the Result(s), less a contribution to the exploitation expenses of the Administrator representing a maximum of 20% of said royalties.

This proportion of royalties to be repaid to the Joint Owners shall be based upon the contributions made by each Joint Owner set forth in article 10.1 of this Agreement.

10-6. Software and databases

Each Party remains the sole owner of the software and databases obtained by it outside the framework of the UMI.

The software and its extensions, and the databases, which are obtained in common, are joint property of the Parties contributed to such developments

The Parties have a free and non-assignable right-of-use over this software and databases for the research requirements as referred to in the Agreement. For databases, the right-of-use relates to both the structure and content and includes an extraction right.

In the event of the granting of rights-of-use to third parties over the software and databases obtained in common, the royalties received in this respect shall be shared between the Parties on a pro rata basis of their respective intellectual, financial and material contributions.

Article 14 – Settlement of disputes

The Agreement is governed by the legislation of the country where the UMI has its location.

The Parties shall endeavour to settle their differences out of court in an amicable way.

Should they fail to do so, any disputes may be settled in accordance with the rules of conciliation and the arbitration of the International Chamber of Commerce, under the aegis of one or more arbitrators appointed pursuant to these rules.

The Agreement is drafted in four (4) originals in English.

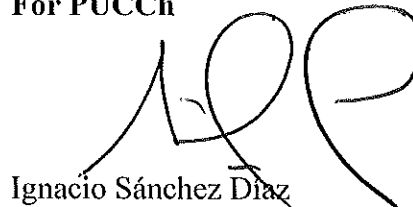
Done in Paris on March 17, 2014

For CNRS



Alain Fuchs
President

For PUCCh



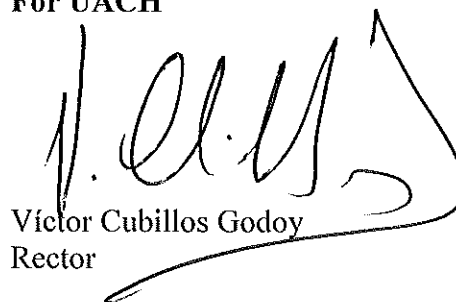
Ignacio Sánchez Díaz
Rector

For UPMC



Jean Chambaz
President

For UACH



Víctor Cubillos Godoy
Rector

Article 11 – Confidentiality

The Parties undertake to ensure that the information exchanged pursuant to the UMI and identified as confidential (hereinafter referred to as the “Confidential Information”):

- a) is kept strictly confidential and is protected to the same extent as their own Confidential Information;
- b) is only provided to their members of staff requiring knowledge thereof and is only used in application of this Agreement, for four years as from its date of communication.

Any and all other communication or use of the Confidential Information is subject to the prior and written authorisation of the communicating Party. Each Party agree to ensure that its staff referred to in section b) hereinabove comply with the provisions of this Agreement.

Notwithstanding the foregoing provisions, each Party may provide Confidential Information for which it is able to prove:

- that it was in the public domain prior to its communication or subsequent thereto, but without any breach being attributable to it;
- that it was received legally from a third party;
- that it was already in its possession prior to the execution of the Agreement;
- that it was developed independently and in good faith by its members of staff who did not have access to said Confidential Information.

Moreover, these provisions may not preclude:

- either the obligation binding on all personnel involved in the unit’s research programs to provide an activity report to the establishment to which they report, provided such communication does not represent disclosure within the meaning of industrial property legislation;
- or the defence of the thesis related to the Program of this Agreement, with such defence being organised whenever necessary so as to guarantee the confidentiality of the Results.

Article 12 – Liability

Each Party remains liable, without a right of action against the other Parties, with the exception of cases of gross or intentional negligence, for repairing damage to its own property owing to during the performance of this Agreement.

Should damage be caused to physical assets acquired by the Parties under this Agreement, the latter shall pay the repair or replacement charges for said assets on a pro rata basis of their respective financial contributions to the acquisition thereof.

According to the rules of ordinary law, each Party is liable for damage / loss of any nature caused to third parties during the performance of this Agreement.

Article 13 – Evaluation

The UMI’s work is evaluated according to the effective regulations in force amongst the Parties and, in particular, within the framework defined by the Article L114-3-1 of the French Research Code (*Code de la Recherche française*). The UMI is also evaluated by the Parties’ relevant statutory bodies on the basis of their own rules and procedures.