

**AGREEMENT ON SCIENTIFIC COOPERATION BETWEEN
THE
EMBASSY OF FRANCE IN BELGIUM
AND THE
RESEARCH FOUNDATION – FLANDERS**

The Embassy of France in Belgium and the Research Foundation – Flanders (FWO), hereinafter referred to as the “Parties”,

Taking into consideration their shared desire to develop scientific research,

Have agreed as follows:

**Article 1
Scope**

The Parties shall create favourable conditions to develop scientific cooperation between Flanders and France, regardless of scientific discipline, in accordance with their competences and budgets and shall encourage bilateral cooperation between the relevant scientific institutions of both Parties on the basis of equality and mutual benefit in the framework of the Tournesol programme.

**Article 2
Purpose**

The purpose of this Agreement is to increase and develop relations between the scientific communities of both Parties, fostering the conditions for cooperation, *inter alia*, through the exchange of young scientists within the framework of joint exchange projects in order to:

- a) encourage bilateral fundamental research;
- b) exchange knowledge;
- c) and/or design and implementing of research.

**Article 3
Forms of cooperation and implementation**

The Call for Tournesol joint exchange projects within the framework of this Agreement shall be open to all relevant scientific institutions. The areas of cooperation shall not be limited and will comprehend all areas of knowledge. The joint exchange projects can have a two years maximum duration with financing on a yearly basis. The Parties shall organize the submission of joint exchange projects between the respective scientific communities through Campus France

and the Research Foundation – Flanders. For each call, the Parties will develop a Guide for Applicants outlining the modalities of the two-yearly call.

Article 4 Practice

The forms of cooperation shall be the following:

- a) Exchange of young scientists (predoctoral researchers or postdoctoral researchers up to 10 years after obtaining their PhD degree) within the framework of joint exchange projects;
- b) Use of equipment and facilities for the joint development of specific projects, under the terms and conditions agreed upon in each case;
- c) Exchange of scientific technical information as well as on policies and management in that area;
- d) Other forms of science cooperation which may be mutually agreed upon.

Article 5 Criteria

The joint exchange projects will be selected in accordance with the quality standard procedures in force applied by both Parties. Whereby the joint exchange projects are targeted to support young scientists.

Article 6 Joint Commission

Both Parties, gathered in a joint commission, shall meet every two years for the ranking of the applications, the analysis of the results of the scientific collaboration, the discussion of the future perspectives of the collaboration, and to revise this Agreement, if needed.

Article 7 Financial Aspects

In the frame of this agreement only travel and accommodation cost can be covered. Each party will fund the expenses of its own researchers, resulting in an overall balanced contribution of each party. Candidates will have to prove that financing for their respective research projects is guaranteed.

All commitments in this Agreement are subject to the availability of appropriate funds and each Party's budget priorities. This Agreement shall not consist of an obligation to find any supplementary funds. It does not constitute in any way a commitment of resources of subsequent fiscal years, any extra expenses or future financial obligations.

Article 8
Observation of Regulations

Participating scientists must abide by the laws of the receiving country and the regulations of the host institutions.

Article 9
Intellectual Property Rights

Intellectual property rights shall belong to the researcher(s) involved with the project and/or the researcher's employing institution. Assessment with regard to intellectual property rights resulting from research under the current agreement and through the collaboration will be made on case by case basis. Decisions shall be taken for each case on whether the rights shall be solely assigned to one of the parties or it shall be shared ownership.

Due acknowledgement of support received from the Parties will be made in any publication resulting from the research.

All products of commercial value and/or intellectual property rights resulting from joint exchange projects funded in the framework of this Agreement, will be governed by the applicable national law and international conventions, to which both France and Belgium are bound.

Article 10
Other Matters

Administrative procedures and implementation details not stipulated in this Agreement will be agreed upon via correspondence between the Parties.


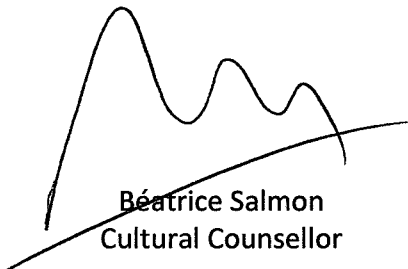
Article 11
Validity, Amendment and Termination

This Agreement shall enter into force on the day of signature and it will last for four years. It shall be extended automatically if neither of the Parties will notify the other Party upon six months' notice about its intention to terminate it.

Any difference resulting on the interpretation or implementations of this Agreement shall be resolved by the Parties by mutual agreement, and its resolution will be in written. If the parties cannot resolve the dispute, they agree to submit to an alternative dispute resolution, subject to the rules that the Parties themselves decide to adopt. In any case, the termination of this Agreement shall not cause the termination of projects concluded on the basis of this Agreement.

Done in three original copies in the French, Dutch and the English language. English version will prevail in case of issues.

Signed in Brussels, on March 9th, 2015.

<p>For the Research Foundation – Flanders</p>  <p>dr.ir. Elisabeth Monard Secretary General</p>	<p>For the French Embassy in Belgium</p>  <p>Béatrice Salmon Cultural Counsellor</p>
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