

MEMORANDUM OF UNDERSTANDING
between the
ÉCOLE FRANÇAISE D'ATHÈNES
and
AKADEMIA E STUDIMEVE ALBANOLOGJIKE

Between

The **École française d'Athènes**, hereinafter referred to as EFA,
a scientific, cultural and professional public institution,
having its head office at Didotou 6, 10680 Athens, Greece,
represented by its Director, Mrs. Véronique Chankowski,

on the one hand,

and

Akademia e Studimeve Albanologjike (Academy for Albanian Studies), hereinafter referred
to as ASA,
a public scientific, higher education and professional research institution in Albania,
having its head office at Sheshi Nënë Tereza, nr.3, Tiranë,
represented by its Rector, Mr. Luan Përzhita,

on the other hand,

Together referred to as the parties.

Considering that the two parties are interested in developing programs in common and that they
have already commenced joint activities, they agree to sign a collaboration agreement aimed at
promoting the completion of research projects and the exchange of knowledge.

It is agreed as follows:

Article 1: Purpose

The objective of the present Memorandum of understanding is to define the terms of cultural
and scientific cooperation between the parties in the fields of education, research and research
dissemination in Social sciences and Humanities within the Parties' activities.

Article 2: Areas of cooperation

The parties will, in the context of this memorandum, promote:

- the implementation of joint research or training programs,
- the exchange of scientific and technical information and documentation,
- the organisation of seminars, colloquia, conferences or summer schools,
- the organisation of cultural activities
- the facilitation of access for their respective researchers to each party's archival collections
- the development of joint publications or any other noteworthy actions,
- the joint response to national or international calls for proposals,
- or any other activity that the Parties may agree on.

Article 3: Implementation of cooperation actions and implementation agreements

Jointly agreed cooperative actions will lead to the establishment of specific Agreements which will determine the schedule of activities, the objectives, the technical and financial means and the terms of implementation, as well as the provisions to be taken in terms of publishing, intellectual property and confidentiality. These implementation Agreements can also include other parties.

Article 4: Coordination and scientific supervision

A combined supervisory committee is created as follows:

For the École française d'Athènes:

- the Director of Modern and Contemporary Studies, Mr. Gilles de Rapper,
- the Director of Antique and Byzantine Studies, Mrs. Laurianne Sève.

For Akademia e Studimeve albanologjike:

- Mr. Nebi Bardhoshi, Director of the Institute of Cultural Anthropology and Art Studies
- Mrs. Belisa Muka, Director of the Institute of Archaeology

The committee numbers are increased, if required, by science personalities or qualified experts invited by the party who considers it necessary, to consult on specific problems. Such guests do not take part in votes on committee decisions.

The committee meets at least once a year and at the request, if necessary, by either party or when a difficulty arises in the implementation of this agreement.



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The committee is responsible for:

- identifying priority cooperation areas;
- analyzing the results of current and completed actions;
- examining issues relating to promotion of results;
- proposing solutions in the event of difficulties in the interpretation and execution of this agreement or the implementation agreements;
- reporting to the relevant scientific programming and assessment bodies within each party.

Article 5: Resources applied

The present Agreement does not create any financial commitment. Both parties will strive to implement their collaborations with the human, material and financial means at their disposal. In addition, they will look, when possible, for further sources of funding for the implementation of planned activities throughout other institutions. Managing this extra funding may require specific arrangements that will be set forth in a separate supplement.

Article 6: Personnel

The parties retain administrative and scientific liability for their personnel. One party cannot be considered to be the employer under any employment or secondment contract entered into with the other party for the application of the present Memorandum of understanding or the implementation agreements.

Article 7: Materials

The parties remain owners of the real and personal property that they make available for the application of this MOU or the implementation agreements. The parties co-own real and personal property bought jointly. The ownership percentage is defined on the basis of the financial contribution by each party in the purchase of such property. At the end of the Memorandum of understanding, the parties mutually decide on how to divide the co-owned property acquired, in particular by way of the repurchase of one party's share by the other party.

Article 8: Confidentiality

The parties undertake to neither publish nor disclose, in any manner whatsoever, scientific or technical information other than that resulting from the collaboration and, in particular, prior knowledge belonging to the other party that it may have become aware of during the execution of the present Memorandum of understanding and where the said information has not been



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specifically described as non-confidential or has fallen within the public domain. This provision does not apply if the party in question can provide proof that:

- they were aware of the said information before signing this memorandum;
- such information has been published or communicated;
- it has fallen in the public domain.

Any exceptions to this confidentiality obligation must be made jointly agreed to in writing and submitted for approval to the combined supervisory committee. The parties can disclose, however, the said information to third parties in order to satisfy their own research requirements or to assess agents and programs, subject to having them comply with the same confidentiality terms.

The provisions of this article will remain in force for a period of 2 years notwithstanding the expiry of the Memorandum of understanding.

It is agreed that the provisions of this article cannot prevent:

- either the obligation on professors or researchers in public institutions to produce a regular report on their activities; or
- the oral examinations for doctoral thesis of the scientific activity which relates to the purpose of the Memorandum of understanding; this oral examination will be organised, each time it is necessary, in order to guarantee the confidentiality of certain work results obtained in the context of the study, all the while complying with applicable university regulations.

Article 9: Ownership of knowledge and results

Each party will be owner of work and results obtained by their own personnel or by service personnel from the other party placed under their scientific and technical responsibility.

In the event that the parties jointly carry out research work (intellectual and financial contributions) and it is impossible to distinguish each party's share, the result will be co-owned by the parties who participated in obtaining them according to a percentage that will be defined at the latest at the end of the Memorandum of understanding according to the intellectual and financial contributions in question.

In the event that the results held in co-ownership may be likely to be the subject of commercial protection and/or exploitation, a co-ownership settlement will be drawn up between the parties concerned, as soon as possible, in order to determine the ownership percentages and the terms for managing their rights and obligations according to the intellectual and financial



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contributions by each party who contributed to obtaining the said results. Such percentages will be defined by mutual agreement.

Article 10: Publications

Any works, publications or advertising relating to the present Memorandum of understanding will note the collaboration between the parties. In addition, the parties' names and, if applicable, logos, will be inserted, in a clear and visible manner, in any document relating to such collaboration (in particular, and without this list being exhaustive: informative and promotional documents, invitation cards, promotional leaflets, reports, book covers, CD/DVD dust-covers, mention on the institution's website, etc) as well as the name of the researchers in question.

Any publishing or communication of information, results or knowledge resulting from work carried out in the context of the present Memorandum of understanding by either party must have written approval from the other party, who will advise their decision within a maximum period of two months after the request. After such period and in the absence of a reply, the approval will be deemed to have been given.

Article 11: Ethics

The parties undertake to comply with, and have their personnel comply with, the laws, practices and customs of all countries in which they may be required to carry out their tasks in the application of the present Memorandum of understanding or the implementation agreements.

Similarly, the parties will ensure that the research activities are carried out in compliance with their ethical, professional and scientific rules.

They also undertake to comply with, and have their personnel comply with, a strict duty of secrecy in relation to the parties' activities and a strict duty of neutrality in the respective countries.

Article 12: Duration

The present Memorandum of understanding will be effective upon signature of the Parties from the last date of signature for a duration of five (5) years. It can be renewed by way of a supplementary agreement.

Article 13: Modification, Termination, Disputes

Any modification to the present Memorandum of understanding will be made by supplementary agreement signed by the two parties



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At the request of either party, the present Memorandum of understanding can be terminated by the parties, subject to three months' notice being given. In such situation, the parties will attempt to complete any joint actions that have been commenced.

In the event of non-performance by either party of any of the obligations provided in the Memorandum of understanding and one month after the first presentation of a registered letter with an acknowledgment of receipt containing a default notice that remains unsatisfied, this agreement will, at the other party's discretion, be lawfully terminated without any legal formality at the exclusive fault of the defaulting party, without prejudice to any damages and interest.

Any dispute that may arise in the application of this document will be settled by negotiation between the parties. Any and all disputes, which the Parties are unable to settle out-of-court, shall be referred to the Courts having jurisdiction.

Signed in two original copies.

In Athens on

The Director of the École française
d'Athènes


Véronique CHANKOWSKI

The Rector of Akademia e studimeve
albanologjike


Luan PERZHITA