

**FRAMEWORK PARTNERSHIP AGREEMENT**  
**BETWEEN**  
**THE NORTHWESTERN STATE UNIVERSITY**  
**AND**  
**THE CLUSTER PATRIMOINE BÂTI 4.0**

**March 2024**

**FRAMEWORK PARTNERSHIP AGREEMENT**

**BETWEEN**

**THE NORTHWESTERN STATE UNIVERSITY**, a university, located in Natchitoches,  
Louisiana, USA, chaired by Dr. Marcus JONES;

Hereinafter referred to as **NSULA**,

on the one part

**AND**

**LE CLUSTER PATRIMOINE BÂTI 4.0**, An association governed by the law of July 1901  
(France), located in Troyes, France, chaired by Vincent MATHIEU;

Hereinafter referred to as **CPB 4.0**,

on the other part

collectively referred to as the "**parties**"

## *Preamble*

### Presentation of the parties

The **cluster patrimoine bâti 4.0**, established in 2017, aims to initiate a reflection on heritage buildings and their growing economic potential. Following the Paris Agreement (2015), which emphasizes resilience to climate change and the reduction of Greenhouse Gas (GHG) emissions, decarbonizing the building sector has become urgent (it represents 37% of global GHG emissions). In the context of renovating the existing building stock, heritage buildings require special attention due to their unique historical architectural characteristics. To preserve the cultural value of these buildings, it is essential to find rehabilitation solutions that maintain their aesthetics while addressing current challenges (such as reducing energy consumption). To meet these challenges, the Heritage Building 4.0 Cluster brings together stakeholders with complementary skills : local and national institutions, businesses, startups, farmers (European Hemp Cluster), architects, engineering and design schools, and training centers.

The **Northwestern State University** is a distinguished American public institution of higher education, established in accordance with the standards set by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC). It holds the authority to confer associate, baccalaureate, master, educational specialist, and doctoral degrees.

Committed to fostering a responsive and student-oriented environment, NSULA is dedicated to the acquisition, creation, and dissemination of knowledge through innovative teaching, research, and service. The institution offers a comprehensive range of certificate, undergraduate, and graduate programs, including master's and doctoral degrees, designated to equip its increasingly diverse student population with the skills and perspectives necessary to contribute to an inclusive global community.

NSULA is organized into four Colleges, each offering a multitude of academic programs to over 9,300 students. These Colleges are:

- Arts & Sciences
- Business & Technology
- Education & Human Development
- Nursing & Allied Health

By providing quality education and fostering a commitment to excellence, NSULA aims to prepare its students to positively impact not only their local region but also the broader state and nation.

#### **Article 1 – OBJECT OF THE AGREEMENT**

The purpose of this partnership agreement is to establish the general framework of cooperation that the parties intend to establish between them in order to contribute together to the development of joint projects between Louisiana and France in missions related to the development of knowledge, dissemination, and research in the field of the rehabilitation of historic buildings (built heritage).

#### **Article 2 – AREAS OF PARTNERSHIP**

As part of their partnership, the parties expressly agree to cooperate in the following activities:

1. Information Exchange : The parties agree to facilitate the exchange of any information relevant to international collaborations. This may include sharing publications, reports, and other information, or exchanging information on opportunities of interest to the parties, such as visits by presidents or directors to the countries involved.
2. Collaborative Research Projects : The parties agree to jointly conduct collaborative research projects related to the partnership domain.
3. Reciprocal Student Exchanges : The parties agree to establish student exchange programs that provide participants with the opportunity to study and benefit from the academic and cultural environment of the other country.
4. Expertise and Expert Exchange : The parties commit to mobilizing their experts in training, research, and innovation for their mutual benefit and to participate in actions carried out exclusively or jointly. The parties undertake to serve as intermediaries for experts, training, and laboratories according to the needs identified by both parties.
5. Joint Academic Programs : The parties agree to jointly carry out training projects, including dual-degree programs.

6. Joint Occasional Events : The parties commit to participating in occasional events (such as conferences, thematic days, exhibitions) related to jointly developed projects and themes, to the extent of their resources.
7. Other mutually agreed activities

### **Article 3 – COMMITMENTS OF THE PARTIES**

The parties commit to :

- Undertake jointly or separately any actions that may contribute to the proper execution of this framework partnership agreement within the limits of their respective areas of competence ;
- Establish and maintain a permanent framework for exchanges and consultation ;
- Allocate their human and material resources to the partnership to achieve their objectives ;
- Endeavor to adhere, to the extent possible, to the terms and deadlines set for the actions and tasks to be undertaken within the framework of this framework partnership agreement.

### **Article 4 – IMPLEMENTATION AGREEMENTS OF THE FRAMEWORK AGREEMENT**

The implementation agreements elaborate on the general provisions of this framework agreement. They describe, for each of the partnership actions envisaged between the parties, the organization, administration, financing modalities, and implementation methods. Each implementation agreement must be previously validated by the parties to this framework agreement. The parties may delegate some or all of these activities to one or more third parties. Any implementation agreement derived from this framework agreement must reference all the signatory parties to this framework agreement.

### **Article 5 - MANAGEMENT, MONITORING, AND EVALUATION ARRANGEMENTS OF THE PARTNERSHIP**

The parties designate individuals to coordinate the activities outlined in this framework agreement. They are Dr. Marcus JONES at NSULA and Jonathan BUDZIN at CPB 4.0.

#### **Article 6 - VISIBILITY AND COMMUNICATION**

The visibility of the partnership established between the parties through this framework agreement is ensured by mentioning this partnership and printing the logos of the involved parties on all communication materials and official documents distributed, with the prior permission of the parties involved. The implementation agreements falling within the scope of this framework agreement are subject to agreed communication between the parties, who reserve the right to communicate internally about these projects.

#### **Article 7 - FINANCING ARRANGEMENTS FOR THE COOPERATION PROJECT**

Each institution will be independently responsible for expenses incurred by its employees and/or students under this agreement, unless otherwise stipulated in any supplemental agreement.

#### **Article 8 - CONFIDENTIALITY - INTELLECTUAL PROPERTY**

The parties agree to consider as confidential, within the framework of their partnership, all information and data collected that is not published or in the public domain. Accordingly, no use or disclosure of such documents and/or information shall be made by either party without the prior written consent of the other. The parties declare that their collaboration under this partnership agreement is governed by the provisions of applicable international instruments regarding intellectual property within the territories of the parties. They undertake to define, in each specific agreement to be concluded, the specific rules for the management of their intellectual property.

#### **Article 9 - DISPUTE RESOLUTION**

Any disagreement or dispute arising from the interpretation or implementation of this framework partnership agreement shall be resolved amicably through direct conciliation.

#### **Article 10 - ENTRY INTO FORCE - DURATION OF THE FRAMEWORK AGREEMENT - TERMINATION**

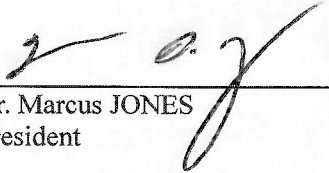
This framework agreement shall enter into force upon the date of its signature by both parties, and shall thereafter continue for a period of five years, subject to revision or modification by mutual written agreement. It shall automatically terminate at the end of this period, unless, 90 days prior to its expiry, the parties provide written notice to each other of their intention to renew the agreement for an additional two-year period. Either party may terminate this

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agreement at any time, without penalty, subject to the following notice provision. Termination by one party shall be effected by giving the other institution at least 90 days advance written notice of its intention to terminate. Termination shall be without penalty. Any amendment to this agreement must be made with the written agreement of both institutions.


Done in two (2) original copies, at Paris, on March 25th, 2024

**The Northwestern State University**



Dr. Marcus JONES  
President

**The Cluster Patrimoine Bâti 4.0**



Vincent MATHIEU  
President

## CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

### BETWEEN

Name : Northwestern State University

Legal form : University

Headquarters address : Northwestern State University, 175 Sam Sibley Dr., Natchitoches,  
LA 71497, USA

Represented by : Dr. Marcus Jones

In the capacity of : President

Hereinafter referred to as the "Receiving Party"

on the one part

### AND

Name : Cluster Patrimoine Bâti 4.0

Legal form : An association governed by the law of July 1901 (France)

Headquarters address : 10 rue Saint-Martin-ès-aires, 10 000 Troyes, France

Represented by : Vincent Mathieu

In the capacity of : Président

### AND

Name : Edyfia

Legal form : Société par Actions Simplifiée (SAS)

Headquarters address : 10 rue Saint-Martin-ès-aires, 10 000 Troyes, France

Represented by : Didier Dorguin

In the capacity of : Président

Hereinafter referred to as the "Disclosing Party"

on the other part

Hereinafter collectively referred to as the "Parties"

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**IT IS HEREBY RECALLED THE FOLLOWING :**

The Disclosing Party possess knowledge regarding one or more processes and/or one or more devices : **All technologies developed within the scope of the IoT built heritage solution (hardware part including sensors, software part including Artificial Intelligence, algorithms).**

These knowledge of the Disclosing Party are hereinafter referred to as "DISCLOSING PARTY'S KNOWLEDGE".

The Disclosing Party and the Receiving Party have committed and hope to further engage in discussions regarding the Disclosing Party's Knowledge.

Such discussions may involve disclosure and communication by the Disclosing Party to the Receiving Party of information related to the Disclosing Party's Knowledge, including but not limited to patent(s), patent application(s), data, drawings, materials, samples, know-how, devices, demonstrations, reports, business plans, commercial applications, associated means, and other data and information; some or all of which may be owned by the Disclosing Party and of a confidential nature, collectively referred to herein as the "INFORMATION".

The Parties hereby wish to define the conditions under which the disclosure and communication of the Information may be carried out.

**IT IS HEREBY AGREED AS FOLLOWS :**

- 1- The Receiving Party accepts and acknowledges that all rights related to the Information disclosed and communicated to it by the Disclosing Party are reserved to the Disclosing Party as the sole and exclusive property of the Disclosing Party.
- 2- The Receiving Party agrees to consider the Information as confidential.
- 3- The Receiving Party agrees not to disclose the Information.
- 4- The Receiving Party acknowledges that written data is and will remain the property of the Disclosing Party, and that such written data may not be copied or reproduced without the express prior written consent of the Disclosing Party. The originals and all copies of such written data shall be returned within 20 days following any request by the Disclosing Party.
- 5- The Receiving Party undertakes to exercise all necessary care with respect to the Information, at minimum, the care it applies to its own information of equivalent importance, in order to prevent any publication, unauthorized disclosure of the Information, or use thereof other than for the discussions mentioned previously.

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6- The Receiving Party undertakes, in the event it becomes essential to disclose the Information or any part thereof to third parties, to request prior written authorization from the Disclosing Party specifying the third parties involved and the Information to be disclosed.

7- An Information shall not be afforded protection under this "ENGAGEMENT" if as of the date thereof, such Information was already :

- (i) obtained by the Receiving Party from a third party, lawfully and without restriction.
- (ii) publicly available other than through the fault or negligence of the Receiving Party.

8- If any part of the Information falls within any of the exceptions mentioned above, the remaining information shall continue to benefit from the protection of this Engagement.

9- All disclosed and communicated Information shall remain the property of the Disclosing Party and shall be returned or destroyed, upon the Disclosing Party's request, along with any copies made by the Receiving Party. Upon the Disclosing Party's request, the Receiving Party shall provide the Disclosing Party with a certificate of destruction.

10- The communication of Information from the Disclosing Party to the Receiving Party does not imply any license or assignment of any intellectual property rights.

11- This Agreement applies to the two Parties mentioned above, as well as to any legal entity (in particular, company, association, subsidiary, etc.) which is directly or indirectly, in fact or in law, in a position to control or to be controlled by the Parties.


12- The effective date of this Agreement is as follows : this Agreement shall remain in force for a period of five (5) years from the effective date.

13- This agreement shall be interpreted and enforced according to French laws and regulations. Any dispute regarding this agreement, without prior amicable settlement, shall be brought before the competent courts.

Done in three (3) original copies, at Paris, on March 25th, 2024

the Disclosing Party

**The Cluster Patrimoine Bâti 4.0**


  
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Vincent MATHIEU  
President

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\_\_\_\_\_  
Didier DORGUIN  
President

the Receiving Party

**The Northwestern State University**

  
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Dr. Marcus D. JONES  
President

