



<i>UTT internal reference if any</i>	<i>NSULA internal reference if any</i>
Service émetteur : DRI Convention n° CA du	

**AGREEMENT
for EDUCATIONAL and SCIENTIFIC COOPERATION
2024– 2029**

BETWEEN

**NORTHWESTERN STATE UNIVERSITY OF LOUISIANA,
UNITED STATES
AND**

UNIVERSITE DE TECHNOLOGIE DE TROYES, FRANCE

The Northwestern State University of Louisiana, hereinafter referred to as NSULA, located at 175 Sam Sibley Dr., Natchitoches, LA 71497, United States of America, is represented by Dr. Marcus JONES, President. Dr. JONES is granted the necessary and sufficient powers, as evidence by the Board of Supervisors for the University of Louisiana System dated September 9, 2021, to execute this Agreement on behalf of the NSULA at the time of its signature.

And

The Université de Technologie de Troyes, French campus of the European University of Technology "EUt+", hereinafter referred to as UTT, located at 12 Rue Marie Curie - CS 42060 -10004 Troyes Cedex, France, www.utt.fr, represented by Pr Christophe COLLET, President, granted by Arrêté dated 1, June 2022 evidenced in Bulletin Officiel n°25 dated June 23, 2022, NOR: ESRS2216834A / MESR - DGESIP - A1-5, and having all the necessary and sufficient powers at the time of signature of this Agreement to execute this Agreement on behalf of the UTT,

hereinafter referred to individually as a/the Party, and collectively as the Parties,

hereby agree to enter into this *Agreement for Educational and Scientific Cooperation 2024/2029* between their institutions.

The specific parameters of this cooperation are set forth below.

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Preamble

The Université de Technologie de Troyes

is a French institution of higher education legally formed under the French law by decree no. 94-800 of 14 September 1994, repealed by decree no. 2018-1189 of 19 December 2018, is a public institution of a scientific, cultural and professional nature, governed by the French Code of Education and the texts adopted in application, enjoying legal personality, as well as pedagogical, scientific, administrative and financial autonomy, to which the French “Grandes Ecoles” status applies, recognized by the French Ministry of Higher Education, Research and Innovation.

UTT's core missions according to the decree of its creation are to conduct research, deliver education & training and facilitate technology transfer:

- initial or continuing training of engineers and executives for industry,
- preparation for other higher education diplomas,
- carrying out research, studies, tests and development work,
- dissemination of knowledge linked to all the missions of the university,
- cooperation with French and international public and/or private bodies.

It is today one of the largest engineering schools in France. Over 3,400 students altogether are registered at the UTT, enrolled in undergraduate, postgraduate and doctoral study programs.

The standard five-year engineering degree program, accredited by France's independent engineering degree accreditation body, the “CTI” which is responsible for assessing the quality of the degrees. The latter can be tailored to each student's individual career objectives as from the first year.

UTT offers various engineering programs, a master's program with the choice of several specializations and off-shore opportunities, a PhD research program in different fields, a Graduate School in Nanophotonics as well as dual apprenticeship which combines academic study with paid workplace learning (leading to a vocational, an engineering or a master's degree).

UTT is the Coordinator of an Alliance of 9 European higher education institutions called “EUt+” (<https://www.univ-tech.eu/>). This pilot initiative eventually aims at creating a University at the European level issuing European diplomas. UTT is the French Campus, of a 100,000 students and 12,000 staff group. EUt+ is one of 41 projects selected and co-financed by the European Commission in the first two calls for projects.

“European universities are transnational alliances that aim to become the universities of the future, promote European values and identity and revolutionise the quality and competitiveness of European higher education” (European Commission).

We express to our partners our eagerness to explore the new opportunities for collaboration that the EUt+ represents.

The Northwestern State University of Louisiana,

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, designed 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 distinct 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.

Origins of Cooperation



On the one hand, the association “CLUSTER PATRIMOINE BÂTI 4.0”, also referred to as CPB 4.0, governed by the French law of July 1901, located in Troyes, France, chaired by Vincent MATHIEU, <https://clusterpatrimoinebati.com/>, has developed cooperation activities involving UTT staff members around the project called “IOT patrimoine bâti / IOT-Built Heritage”, Internet of Things (IOT) being a turning point in the technical management of buildings.

Among other staff UTT members involved includes researchers (Prof. Leila MERGHEM-BOULAHIA, Prof. Moez ESSEGHIR), continuing education (M. Vincent CAPUTO), International Department.

On the other hand, CPB 4.0 and NSULA fostered collaboration and implemented a Framework Partnership Agreement signed on March 25, 2024, the idea being to foster collaboration and to help deployment of the IOT system in buildings in Louisiana.

This cross collaboration between institutions entails research in AI, students’ exchange, continuing education for professional staff, double degrees, etc. and may be further defined in specific agreements between UTT, NSULA and/or CPB to specify conditions applying to partners for defined activities.

Communication commitment

The challenge of visibility and leadership at the French national level is important for all Parties involved: the IOT project built heritage shall be the first labeled by the French national Institute of digital in construction, created in Fall 2023 by the build and connect competitiveness cluster. Exceptional test sites are scheduled (including the French Parliament building), significant agreements and consortia are being negotiated at national and international levels.

As a result, all Parties commit to ensure reciprocal visibility and communication of implemented agreements and activities including the use of the appropriate logos of the involved parties on all communication materials and official documents distributed, with prior permission from the involved parties.

Article 1: Purpose of the cooperation

The purpose of this Agreement is to provide opportunities for students to gain global experience and to foster collaboration among faculty members in education and research.

Cooperation between both institutions may include:

- Reciprocal exchange of graduate or undergraduate level students for study;
- Academic programmes;
- Exchange of staff and faculty members, including invitations to joint conferences and symposia on topics of mutual interest;
- Joint research activities and publications;
- Exchange of information in technical fields of interest to both institutions;
- Joint funding proposals for research or educational projects of mutual interest;
- Other activities that may be mutually agreed upon.

The Parties agree that terms and conditions for activities not herein contained will be separately set forth in specific dedicated binding agreements, fulfilling the spirit and purpose of this Agreement.

These terms shall include, at least, a description of the proposed activity, purpose, duration, organisation, responsibilities of each Party or third party, financial arrangements and funding conditions, person(s) responsible for implementation.

The specific agreements will comply with the clauses of the present Agreement, herein contained unless deviations thereto would be considered necessary and explicitly agreed upon in writing by the Parties in the relevant specific agreement.

For the avoidance of doubt, the absence of activity during any particular year does not nullify the Agreement.

Article 2: Joint research, faculty collaboration, co-supervised thesis

This Agreement seeks to build strong links between faculty members of both Parties. The institutions agree to promote joint research and development programs among faculty, including externally-funded projects, scientific conferences and faculty visits to the partner institution. The terms and conditions for faculty collaboration will be mutually agreed upon in writing in advance on a case-by-case basis.

In case the Parties wish to implement a co-supervised thesis, both institutions and the student will sign a specific individual "Agreement for joint supervision of a doctoral thesis". This agreement will indicate the name of the student and the co-supervisors, the thesis subject, the insurance company of the student's health insurance coverage, the accommodation, the financial support, educational details, how the periods of research will be divided between both universities, etc.

According to government directive, staff or student mobilities requiring accessing the UTT's research laboratories could be communicated and by the laboratory staff to the Fonctionnaire Sécurité Défense (Defense and security Official) of the UTT who might grant or deny the access of the laboratories.

Article 3: Funding

The Parties agree that this Agreement may not be construed in any way as constitutive of any type of labor partnership or relationship between the Parties; which is why labor relationships, whether individual or collectively, shall remain in all cases between the hiring Party and its respective personnel, even in cases when tasks are performed jointly and developed in the place or places where the subject matter of this Agreement shall be performed, and/or with any of the Parties' equipment.

This Agreement does not impose any financial obligation on any of the Parties. The implementation of the provisions of this Agreement shall be funded by the Parties to the extent possible and shall be subject to the availability of appropriate funds.

The financing necessary for the implementation of the measures adopted may be solicited within the framework of the programmes implemented by the various national and international bodies.

Where appropriate, the means due to be implemented will be the subject to specific agreements.

Article 4: Other considerations

Non-Discrimination

The Parties agree that they shall not discriminate against any individual based on race, gender, age, national origin, disability, religion, or any other reason as codified in the laws of the nation of each Party.

Intellectual Property

The Parties acknowledge that this Agreement does not grant any Party any license of use or rights over the intellectual property of the other Party. The use of trademarks and/or denominations representative of either Party is strictly prohibited without the owner's written consent. The free use of the name of the partner is however mutually agreed to for the purposes of promoting this Agreement and managing student and faculty mobility.

In the case that research results impacting upon matters of intellectual property rights are expected to arise in the course of collaborative projects carried out under the terms of Article 1 above, the parties shall discuss in good faith and agree in a separate document the conditions regarding the treatment of intellectual property rights so arising, prior to the start of the collaborative project in question and in accordance with the policies of each party. In absence of any separate document and conditions, such property rights will be shared in equal proportion between the Parties.

Confidentiality

The Parties commit to keeping Confidential information confidential and take needed actions to protect its confidentiality.

For this purpose, the Parties undertake to:

- Keep Confidential information protected and confidential.
- To treat the received Confidential information with the same degree of care and protection as their own Confidential information.
- To not use Confidential information for another purpose than to serve the framework agreement, except, with the express prior written consent of the other Party.
- Disclose the Confidential information to their own staff involved in the performance of the agreement.
- Disclose the confidential information to a third party, especially to subcontractors, after obtaining the express prior written consent of the other Party.
- Disclose the confidential nature of the Confidential information as soon as such information is communicated.
- Remind them of the confidential nature of the Confidential information before any meeting at which such information will be communicated.

However, the following information is not considered as Confidential information, and therefore not subject to the confidentiality system described above:

- Entered the public domain or publicly available before or after its disclosure, through no fault of the Receiving Party and without breach of any obligation of secrecy.
- The Receiving Party received from a third party, without violating the secret duty.
- Developed by or for the Receiving Party, independently of the access to the confidential information.
- Should be disclosed in accordance with the law, regulations, court ruling as long as the Receiving Party informs the other Party and that all measures have priorly been taken to guarantee the confidentiality of the information.

This clause shall survive the duration of the Agreement for 5 years. These confidentiality commitments shall apply to the Partners for the duration of the Agreement and as long as the Confidential Information has not fallen into the public domain.

Personal Data

The Parties undertake:

- to collect, process and transfer data in accordance with the laws in force in their country,
- to address enquiries about their personal data received from persons subject to personal data processing,
- to implement appropriate measures to protect personal data,
- to ensure that third parties to which they authorize access to personal data respect and preserve the confidentiality and security of such data,
- not to disclose or transfer personal data to a person responsible for handling the data in a third country situated outside the European Union without notifying the other Party and seeking the consent of the data subjects.

Each Party shall be liable to the other Party for any damages it causes as a result of a breach of this clause.

Each Party shall be liable to the persons concerned for any damages it causes as a result of a breach of the rights of third parties under this clause, without affecting the responsibility of the other Party under the Data Protection Act to which it is subject.

UTT is subject to the European General Data Protection Regulation n° 2016/679 (Règlement Général sur la Protection des Données - RGPD) voted by the European Parliament on 14 April 2016 entered in force since 25 May 2018 available at <https://gdpr.eu>.

Liability

The liability of either Party to the other for any type of damages (except for those resulting from actions of third parties) is limited to the actual damage incurred under this Agreement.

Neither one of the institutions shall be liable for any damages, losses, costs or expenses arising from the acts or omissions of the other, nor shall they be liable for the acts of the exchange students participating in an exchange.

General provision

The Parties agree that the terms and conditions of this Agreement are hereby subject to and limited by any and all policies, procedures or laws governing each of the respective institutions. Neither Party, therefore, will be required nor obligated to perform any promise or covenant contained in this Agreement to the extent that such an action would violate the respective policies, procedures or laws governing that institution. In the event of such an occurrence the Parties shall establish an amendment within 30 days in order to rectify the clauses concerned. Failing that, either Party may terminate this Agreement by giving a 30 days written notice before the desired termination date from the date the event occurred to the other Party; provided, however, that both Parties will be responsible for fulfilling the terms and conditions of any other Agreements previously developed and entered into under this Agreement subject to the terms, conditions, and any limitations therein contained.

Dispute resolution

Any dispute arising out of or in connection with this Agreement shall be amicably resolved. If the Parties are unable to resolve their dispute by an out-of-court settlement, the matter will be sent to the appropriate judicial powers so that all disputes may be settled accordingly.

It is expected that both parties act in good faith with respect to one another. Each Party agrees to continue performing its obligations under this Agreement while any dispute is being resolved unless and until such obligations are terminated by the termination or expiration of this Agreement.

Force Majeure

Neither Party will be liable for any delay in performing or failure to perform its obligations under this Agreement due to an event of Force Majeure. Such delay or failure will not constitute a breach of this Agreement and the performance of the affected obligation will, by consultation between the Parties, be exempted, modified or postponed by such period as is reasonable provided always that such Party has furnished to the other Party evidence of the Force Majeure event and that it has used its best endeavours to avoid or limit the consequences of such event.

For the purposes of this Agreement, "Force Majeure" events mean all events which are beyond the control of the Parties and which are unforeseen, or unavoidable and which totally or partially hinder or render impossible the performance of any material obligation or the exercise of any material right

under this Agreement by any of the Parties. For the avoidance of doubt, such events shall include war, riot, civil commotion, explosion, fire, severe storms, severe floods, droughts, typhoons, earthquakes and other natural disasters, political upheavals, pandemic or strikes but shall not include the lack of money, delay or non-performance by a Party's sub-contractor unless the delay or non-performance by the sub-contractor is caused by an event of Force Majeure.

Article 5: Coordination

Both Parties agree to review the progress of this Agreement regularly.
Both Universities identify the appropriate officials who will serve as coordinators of this Agreement as follows:

NSULA

Dr. Christopher LYLES
Director of STEM &
Head of the Department of Physical Science
Fournet Hall, Office 221
334 Caspari Street
Natchitoches, LA 71497
USA
lylesc@nsula.edu

UTT

Michel LEGAULT
Director of international Relations Department
International Department
12 Rue Marie Curie - CS 42060
10004 Troyes Cedex
France
International.center@utt.fr

Article 6: Duration, Validity and Renewal of the Agreement

Signature

This Agreement is executed in two counterparts in English, each of which shall be deemed to be an original, and which shall constitute one and the same Agreement. Each Party will retain one copy

Duration

This Agreement is entered into from the date of April 1st, 2024 notwithstanding the signature date and will remain in force for FIVE (5) years unless and until it is terminated by either institution with a SIX (6) months prior notice sent in writing to the other Party.

Termination

Any kind of termination must be made to the other Party in writing. The Party who received such a notice must confirm its reception by an appropriate receipt. The Party who sends the termination notice must make sure it receives a receipt of acknowledgement from the other Party.

Modifications

This Agreement may be subject to revision or modification by mutual consent in written addenda signed by the authorities of each Party. Any changes to the present Agreement will be previously agreed upon between Dr. Greg Handel, Provost/VP of Academic Affairs, Northwestern State University, and the contemporary at **UNIVERSITE DE TECHNOLOGIE DE TROYES, FRANCE**.

Renewal

This Agreement may be renewed by signature of a new Agreement.

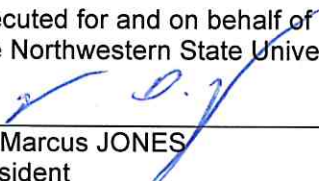
Termination consequences

Notwithstanding termination of the Agreement pursuant to the termination Clause above or expiry of the Agreement, any activity already committed into and/or commenced at/by either institution by the date of the termination or expiry shall be continued till its scheduled completion unless this activity is what caused such termination. The termination or expiry of the present Agreement shall not affect the validity of any Specific Agreement stemming from the present Agreement unless explicitly otherwise agreed upon in writing by the Parties.

Signature

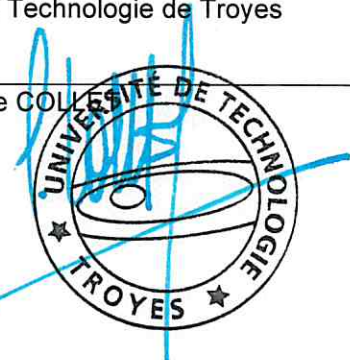
In Witness Hereof, the authorized representatives of each institution have agreed to the provisions of this document and have offered their signatures:

Executed for and on behalf of
The Northwestern State University of Louisiana,

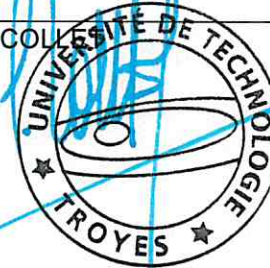


Dr. Marcus JONES
President

Executed for and on behalf of
Université de Troyes



Pr Christophe COLLE
President



Date of Signature:

March 27, 2024

Date of Signature:

Aval du DRI : Oui

Date transmission MESRI/MAE : 22/01/2024

Date transmission circuit interne UTT : 22/01/2024

March 27, 2024