



UMR 5569  
CNRS  
UM  
IRD

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163 rue Auguste Broussonnet  
CC 057, MSE  
34090 Montpellier  
FRANCE



UNIVERSIDAD NACIONAL  
TORIBIO RODRÍGUEZ DE  
MENDOZA DE AMAZONAS

**AGREEMENT BETWEEN  
HYDROSCIENCES MONTPELLIER (UMR CNRS-IRD-UM) OF UNIVERSITY OF  
MONTPELLIER (FRANCE)  
AND  
UNIVERSIDAD NACIONAL TORIBIO RODRIGUEZ DE MENDOZA DE AMAZONAS  
(UNTRM) PERU**

This AGREEMENT is entered into by and between University of Montpellier, through the HydroSciences Montpellier (“HSM”) laboratory and the Universidad Nacional Toribio Rodríguez de Mendoza de Amazonas (UNTRM).

WHEREAS, the program contemplated by this AGREEMENT is of mutual interest and benefits to HSM and to UNTRM.

The parties agree as follows:

1. **PROJECT SUPERVISION.** Tasks performed by HSM in relation to this AGREEMENT will be supervised by Prof. Hervé Jourde/Christelle Batiot in HSM. Tasks performed by UNTRM will be supervised by the Dean of the Faculty of Environmental Engineering and a scientific coordinator in the field of karst hydrology. If either party is in disagreement with the nominated supervisor, this AGREEMENT shall be terminated as provided in Article 3.

2. **DURATION, PERIOD, AND TERMINATION.** The agreement shall be in effect over a span of 5 years between July 2019 and May 2024 and is subject to renewal by mutual written agreement of both parties. Either party may terminate this AGREEMENT and all of its obligations pursuant to it for convenience with thirty (30) days written notice to the other party.

3. **SEVERABILITY.** If any of the provisions of this AGREEMENT in the application thereof to any person or circumstance is rendered or declared illegal for any reason, or shall be invalid or unenforceable, the remainder of this AGREEMENT and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

4. **FUNDING.** HSM and the UNTRM will each bear their own costs in relation to the collaboration envisaged by this AGREEMENT. If HSM and the UNTRM subsequently secure funding for an element of the research envisaged by this AGREEMENT and part of that funding is intended to be passed to the other party, a separate written, binding agreement will be executed to govern the research in question.

5. **INDEPENDENT CONTRACTORS.** For the purposes of this AGREEMENT and all services to be provided hereunder, the parties shall be, and shall be deemed to be, independent contractors and not agents or employees of the other party. Neither party shall have authority to make any statement, representations or commitments of any kind, or to take any action which shall be binding on the other party, except as may be explicitly provided for herein or authorized in writing.



6. AREAS OF COLLABORATION. HSM and the UNTRM agree to the following areas of collaboration in regard to this AGREEMENT, subject to the internal requirements of HSM and the UNTRM which may require additional binding agreements on a case-by-case basis. HSM and the UNTRM will:

- A. Facilitate modular course development by academic staff on specific topics and Semester-long exchanges among undergraduate and graduate students
- B. Share agendas, knowledge, and ideas and plan cooperative activities in areas of common interest. Specifically, HSM and the UNTRM will further collaborate on the following scientific endeavours centered in the Department of Amazonas, Peru:
  - a) Do an inventory of water sources and resources
  - b) Implement an observatory of karst hydrological systems
  - c) Facilitate research teams composed of students and staff (HSM/Montpellier – UNTRM)
- C. Explore ways to utilize and leverage existing resources, expertise, and facilities to mutual advantage and benefit.
- D. When HSM will host UNTRM academic staff and students or vice versa it will be done within a previous agreement of the parties. Staff and students of one entity visiting the premises of the other are expected to comply with all local requirements regarding such matters as health, safety, access, security, and confidentiality.
- E. The parties will exchange relevant non-confidential publications.
- F. Joint efforts will be made to explore opportunities for collaborating on funded research programs.
- G. The parties will invite each other to relevant conferences. Such attendance is at the expense of the attending party unless separate funding is secured explicitly for this purpose.

8. INTELLECTUAL PROPERTY. All intellectual property generated in the collaboration outlined in this AGREEMENT will be owned by the generating party. If a joint invention or work is made where both parties are contributors and if the features of such joint invention or work are such that it is impossible to separate them for the purpose of applying for, obtaining, and/or maintaining the relevant intellectual property rights, then the parties will jointly apply to obtain and/or maintain the relevant right, as specified by a separate, written binding agreement.

9. PUBLICATIONS. Any publications resulting from the collaboration outlined in this AGREEMENT will be considered joint publications in accordance with best academic practice and the Vancouver Convention on authorship as outlined at <http://www.icmje.org/>.

10. EXPORT ADMINISTRATION. It is understood that HSM is subject to the laws of France and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities, and that its obligations hereunder are contingent upon compliance with applicable French export laws and regulations. Furthermore, it is understood that the transfer of certain technical data and commodities may require a license from one or more agencies of the French Government.

11. CORRESPONDENCE. All correspondence or notification concerning the project will only be valid if transmitted by poste, fax, or e-mail to the scientific coordinators of the parties.

12. GOVERNING LAW AND SETTLEMENT OF DISPUTE. The Agreement is governed by and construed in accordance with the laws and regulations of the defendant. If any dispute arises between the Parties concerning the interpretation and/or the implementation of the Agreement, HSM and the UNTRM undertake to seek to resolve their dispute amicably. If no amicable resolution has been reached, then HSM and the UNTRM agree to file for the settlement of dispute to the competent jurisdictions of the defendant party. Each party has a right to file a lawsuit or any legal proceeding in other forum of settlement of dispute available.

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University of Montpellier  
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163, rue Auguste Broussonnet  
Montpellier 34095 France  
Attn: Prof. Hervé JOURDE /Christelle Batiot  
Telephone: +33 (0) 4 67 14 90 80  
Facsimile: +33 (0) 4 67 14 47 74

ACCEPTED AND AGREED:

Faculty of Environmental  
Engineering-UNTRM

  
\_\_\_\_\_  
Signature

Policarpio Chauca Valqui  
\_\_\_\_\_  
Printed Name

Rector UNTRM  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

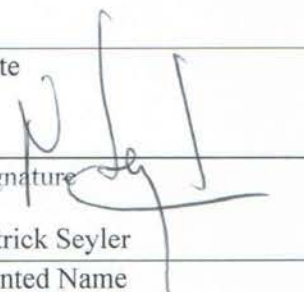
Hydrosiences Montpellier  
(UMR CNRS-UM-IRD)

  
\_\_\_\_\_  
Signature

Hervé Jourde/Christelle Batiot  
\_\_\_\_\_  
Printed Name

Scientific Project Coordinators of HSM  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature

Patrick Seyler  
\_\_\_\_\_  
Printed Name

Director of Hydrosiences Montpellier  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date