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LIA - LABORATORIO HYPAZIA - BOUTANG GABRIEL

Paris, the 16th of January 2017

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Objet : Agreement of creation of the International Associated Laboratory (LIA) *"Laboratory Ypatia of Mathematical Sciences (LYSM)"*

DISPATCH NOTE

DESCRIPTION OF THE DOCUMENTS	COMMENTS
1 original copy of the agreement mentioned above	To the attention of Dott.ssa Elisabetta ESPOSITO ISTITUTO NAZIONALE DI ALTA MATEMATICA "Francesco Severi" As agreed, you will find enclosed a copy of the agreement referred to above for assignment. Best regards, Gabriel Boutang

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AGREEMENT FOR THE CREATION OF AN INTERNATIONAL ASSOCIATED LABORATORY (LIA) "Laboratory Ypatia of Mathematical Sciences (LYSM)"

CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE, hereinafter referred to as **CNRS**, a public scientific and technological institution, with headquarters at 3, rue Michel-Ange, 75794 Paris Cedex 16, France, represented by its **President, Mr. Alain FUCHS**,

AND
AIX-MARSEILLE UNIVERSITE, hereinafter referred to as **AMU**, a public scientific, cultural and professional institution, with headquarters at Jardin du Pharo - 58, bd Charles Livon -13284 Marseille Cedex 07, France, represented by its **President**, **Mr. Yvon BERLAND**,

AND
ECOLE CENTRALE DE MARSEILLE, hereinafter referred to as **ECM**, a public scientific, cultural and professional institution, with headquarters at 38 rue Frédéric Joliot-Curie, 13451 Marseille Cedex 13, France, represented by its **General Director, Mr. Frédéric FOTIADU**,

acting in their own names and jointly on behalf of:
- Institut de Mathématiques de Marseille UMR 7373, Director: Mrs. Raphaèle HERBIN

AND
ISTITUTO NAZIONALE DI ALTA MATEMATICA, hereinafter referred to as **INdAM**, a public teaching and research institution, with headquarters at Piazzale Aldo Moro 5, Roma, Italy, represented by its **President**, **Mr. Giorgio PATRIZIO**,

acting in his own name

Hereinafter referred to individually as the "Party" or collectively as the "Parties".

PREAMBLE

The scientific collaborations in Mathematics between France and Italy are historical.
They concern almost all the subject of Mathematics, and in particular Algebraic Geometry, Analysis, Complex differential Geometry, Ergodic theory & Dynamical systems Logic, Mathematical Physics, Non commutative Geometry, Number theory, Probability theory.

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This proportion is based on the contributions made by each Joint Owner set forth in article 13.3 of the present Agreement.

13.6. Software and databases

Each Party remains sole owner of the software and databases obtained by it outside the framework of the LIA.

The software and its extensions, and the databases, which are obtained in common are the joint property of the Parties having contributed to such obtaining.

The Parties have a free and non-assignable right-of-use over this software and databases for the Program requirements. For databases, the right-of-use relates to both the structure and content and includes an extraction right.

In the event of the granting of rights-of-use to third parties over the software and databases obtained in common, the royalties received in this respect shall be shared between the Parties on a pro rata basis of their respective intellectual, financial and material contributions.

CHAPTER V – MISCELLANEOUS PROVISIONS

Article 14 – Renewal – Assessment

The Agreement may be renewed once, by written amendment.

At any time, the Parties may agree to form an ad hoc committee, in particular, in the event of the renewal of the LIA, in order to assess the LIA's activities and to make recommendations to its Program.

Article 15 – Adhesion, termination, withdrawal and exclusion

15.1. Adhesion

The Steering Committee may accept new laboratories from the Parties in the LIA.

The adhesion of new Parties to the LIA requires the signing of an adhesion amendment to the Agreement and becomes effective on the date of such signature. Subject to a unanimous decision from the Steering Committee concerning the adhesion application, the Parties grant a mandate to the CNRS to sign the adhesion amendment in the name of all the signatory Parties of the Agreement.

All the Parties shall be informed of any new adhesion application (Laboratory or Party).

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15.2. Termination

In the event of an unresolved dispute, the Parties may decide by joint agreement to terminate the Agreement before its term, upon six (6) months 'written notice.

15.3. Withdrawal

Any Party may withdraw from the LIA with six (6) months' notice given by registered letter with acknowledgement of receipt. The Steering Committee shall approve the financial conditions of the withdrawal.

15.4. Exclusion

In the event of insufficient involvement in achieving the targets of the LIA or a Party's breach of its obligations, a Party may be excluded from the LIA by a unanimous decision of the Steering Committee; the concerned Party does not take part to the vote.

Article 16 – Liability

Each Party remains liable, without right of action against the other Parties, with the exception of cases of gross or intentional negligence, for repairing damage to its own property owing to, during the performance of this Agreement.
Should damage be caused to physical assets acquired by the Parties under this Agreement, the latter shall pay the repair or replacement charges for said assets on a pro rata basis of their respective financial contributions to the acquisition thereof.
According to the rules of ordinary law, each Party is liable for damage / loss of any nature caused to third parties during the performance of this Agreement.

Article 17 – Final provisions

The provisions of Chapter IV shall survive notwithstanding the expiry or termination of the Agreement or the withdrawal or exclusion of one of the Parties involved in this collaboration.

All research activities conducted in connection with the LIA shall be done in compliance with all the applicable laws, regulations, and guidelines of the countries and institutions in which the research is conducted.

The Parties shall endeavour to settle their differences out of court in an amicable way.

Should they fail to do so, any disputes may be settled in accordance with the rules of conciliation and the arbitration of the International Chamber of Commerce, under the aegis of one or more arbitrators appointed pursuant to these rules.

The Agreement is drafted in four (4) originals.

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Date 16/12/2016 Place Paris

For CNRS

Alain FUCHS, President

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Agreement for the creation of the International Associated Laboratory (LIA)
" Laboratory Ypatia of Mathematical Sciences (LYSM)"

Date September 7th, 2016 Place Marseille

For **AMU**

Université d'Aix-Marseille U.A.M.U.

Yvon BERLAND, President

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Agreement for the creation of the International Associated Laboratory (
"Laboratory Ypatia of Mathematical Sciences (LYSM)"

Date 13/09/2016 Place Marseille

For ECM

Ecole Centrale Marseille

Frédéric FOTIADU, General Director

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Date 22/11/2016 Place Roma

For INdAM

Giorgio PATRIZIO, President

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ANNEX 1: PROGRAM

The scientific program of the LYSM will concern the various subjects of mathematics that will be detailed according to the following subjects:

Algebraic Geometry: Gromov-Witten and Donaldson-Thomas theories, derived categories and Fourier-Mukai approach to birational and biregular classification of algebraic varieties, moduli spaces of both varieties and vector bundles on varieties, Arithmetic and Number theory, Diophantine geometry and algebraic number theory, birational and biregular geometry of higher dimensional varieties, combinatorical and tropical algebraic geometry, group actions on varieties. Holomorphic symplectic varieties, analytic method in complex algebraic geometry, geometry of algebraic surface and their transformations.

Analysis: regularity theory, semi linear PDEs and concentration phenomena, dispersive equations, application of the calculus of variations to material science, kinetic equations and semi-classical methods

Complex differential Geometry: complex hyperbolicity, holomorphic foliations, holomorphic dynamics, moduli spaces and Teichmüller theory, polynomial automorphisms of affines spaces, non-Khäler geometry.

Ergodic theory & Dynamical systems: Anosov flows, billiards flow and related flows in geometrical context by method of Ergodic theory, KAM theory, classical mechanics and renormalization group, Hamilton Jacobi equation and optimal control

Logic: Linear Logic for studying Proof Theory, proof nets and lambda calculus, semantic of typed and untyped lambda calculus.

Mathematical Physics: Equilibrium statistical mechanics and non equilibrium statistical mechanics, in particular phase transition and Kinetic theories. Quantum models and quantum dynamics. Quasi periodic quantum systems, KAM theory for PDE. Integrable systems.

Non-commutative geometry: groupoid techniques for index problems, or global analysis on singular manifolds or foliations; Primary and secondary invariants of operators of Dirac type; twisting in K-theory, K-homology and cyclic homology, interplay between operator algebra and Quantum Field Theory; quantum groupoid theory
equivariant cohomologies and localization methods, non commutative potential theory, Construction and analysis of non commutative Levy processes on compact quantum group.

Number theory: algebraic and analytic aspect of number theory, application of Frobenius distribution techniques for enumerations of primes.

Probability theory: Interacting particles systems, Large deviations, metastability. Functional inequalities, random matrices, stochastic differential equations, mixing time for Markov chains, interface models, kinetically constrained models.
Statistics: Non-parametric statistics, Bayesian statistics. Machine learning.

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ANNEX 2: PROVISIONAL BUDGET FOR THE LIA FOR THE FIRST YEAR

Country	Institution	In-cash funding		Amount (€) *(include detailed budget allocation if known)*	In-kind input *(if applicable)*	Type of staff	Full-time equivalent OR person-months
France	CNRS *European Research and International Cooperation Office*	☐ Operations ☒ Equipment ☒ Mobility	☐ Other (specify) _____ _____ _____	30 000		X Researcher	2
						☐ Postdoc	
						☐ PhD	
						☐ Support	
	Aix-Marseille Université	☐ Operations ☐ Equipment ☐ Mobility	☐ Other (specify) _____ _____ _____			X Researcher	3
						☐ Postdoc	
						☐ PhD	
						☐ Support	
	École Centrale de Marseille	☐ Operations ☐ Equipment ☐ Mobility	☐ Other (specify) _____ _____ _____			X Researcher	0.1
						☐ Postdoc	
						☐ PhD	
						☐ Support	
Italia	Istituto Nazionale di Alta Matematica	☐ Operations ☐ Equipment ☒ Mobility	☐ Other (specify) _____ _____ _____	30 000		X Researcher	3.9
						☐ Postdoc	
						☐ PhD	
						☐ Support	

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ANNEX 3: COMPOSITION OF THE LABORATORIES / TEAMS AT 1st JANUARY 2017

Country	SIGNATORY Institution	Unity / Team	Staff	Grade	Time devoted to the LIA %
FRANCE	AMU-ECM-CNRS	I2M – UMR 7373	▪ **Permanent**		
			Thierry Gallouet	Prof. AMU	25 %
			Maxime Hauray	MCf AMU	25 %
			Florence Hubert	MCf AMU	25 %
			Véronique Gayrard	DR CNRS	25 %
			Pierre Mathieu	Prof. AMU	25 %
			Pierre Picco	DR CNRS	75 %
			Alexandre Gaudillière	CR CNRS	25 %
			Thibaut Le Gouic	MCf.ECM	10 %
			Laurent Manivel	DR CNRS	25 %
			Erwan Rousseau	Prof. AMU	25 %
			Julien Grivaux	CR CNRS	24 %
			Laurent Regnier	Prof. AMU	25 %
			Myriam Quatrini	MCf. AMU	25 %
			Christian Mauduit	Prof. AMU	25 %
			Joel Rivat	Prof AMU	25 %
			Daniel Kohel	Prof. AMU	25 %
			Nicolas Bedaride	MCf. AMU	25 %
			Sacha Bufetov	DR CNRS	25 %
			Pascal Hubert	Prof. AMU	25 %
ITALIA	INdAM		Claudio Arezzo	Research Fellow, ICTP Trieste	20 %
			Dario Bambusi	Full Prof., Univ. Milano	20 %
			Massimiliano Berti	Full Prof., SISSA Trieste	20 %
			Cinzia Bisi	Associate Prof., Univ. Ferrara	20 %
			Lucia Caporaso	Full Prof., Univ. Roma Tre	20 %
			Fabio Cipriani	Full Prof., Politecnico Milano	20 %
			Michele Correggi	Research Fellow, Univ. Sapienza[1]	20 %
			Simone Diverio	Associte Prof., Univ. Roma Sapienza[2]	20 %
			Flaminio Flamini	Associate Prof., Univ. Roma Tor Vergata	20 %
			Adriana Garroni	Associate Prof., Univ. Roma Sapienza	20 %
			Alessandro Giuliani	Associate Prof., Univ. Roma Tre	30 %
			Daniele Guido	Full. Prof., Univ. Roma Tor Vergata	20 %
			Giovanni Landi	Full Prof., Univ. Trieste	20 %
			Carlo Mantegazza	Associate Prof., Univ. Napoli	20 %

1 From Nov. 1, 2016. Current position: Research Fellow, Univ. Roma Tre
2 From Nov. 1, 2016. Current position: CR CNRS, Institute de Mathématiques de Jussieu

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			Corrado Mascia	Associate Prof., Univ. Roma Sapienza	20 %
			Vieri Mastropietro	Full Prof., Univ. Milano	20 %
			Massimiliano Mella	Full Prof., Univ. Ferrara	20 %
			Michela Procesi	Associate Prof., Univ. Roma Tre	20 %
			Alfonso Sorrentino	Associate Prof., Univ. Roma Tor Vergata	20 %

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All these subjects are very well represented in the Institut de Mathématiques de Marseille (I2M) by scientists of the highest level.
From the beginning of the XXI century, the I2M which corresponds to the merging of the LATP and the IML (Laboratoire Analyse, Topologie & Probabilité and Institut de Mathématiques de Luminy), was involved in various international agreements with Italy that included three GDRE as Grefi-Mefi, Genco, Grifga that were based on CNRS-INdAM agreements as well as CNRS-CNR agreements, Vinci programs, PICS projects. The three universities (Université de Provence, Université de la Méditerranée and Université Paul Cézanne) that merged into the single AMU on January 1st 2012 were also involved in this specific collaboration particularly in the form of numerous invitations of Italian mathematicians in Marseille done during the last 40 years and visits from mathematicians from Marseille to Italy. More recently the AMU was involved in the creation of a LIA through a very important A*MIDEX grant, confirming the strategic choice of AMU of working closely with Italian counterparts in the field of Mathematics.

The INDAM has been consistently strongly involved in nurturing collaboration between the Italian and French schools of mathematics, and has been at the forefront of many collaborations being the main Italian partner of all the above mentioned networks.

Consequently, it was proposed to initiate the LIA LYSM of bi-national scope and objective, with AMU willing to take the lead for the French Universities.

The main objective of the LYSM is to create a dynamical net of scientific collaborations that will increase the bi-national aspects of mathematical researches that are already well developed. A particular attention will be given to funding and encouraging graduate students, postdoctoral scientists and young promising faculty members, and the program will be as inclusive as possible for all talents falling in its scientific scope.

Initial lines of research are listed in Annex 1 of the present Agreement. New programs can be approved and launched by the Partners, and will be annexed to the present agreement.

Consequently, the Parties agree, on the basis of this Agreement (hereinafter referred to as the "Agreement"), to establish an "International Associated Laboratory - LIA" which is governed by the following provisions.

CHAPTER I – CREATION, TERM, NAME, PURPOSE AND COMPOSITION

Article 1 – Creation and term

The creation of the LIA shall be effective on January, the 1st, 2017 for a term of four (4) years. The LIA runs for five (5) years: one (1) launching year plus four (4) running years). It is agreed that the launching year lasts from January, the 1st, 2016 to December the 31th, 2016 and the running period starts on January, the 1st, 2017.

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Article 2 – Name

The name of the LIA is "Laboratory Ypatia of Mathematical Sciences" abbreviated as "LYSM".

Its abbreviation is "LIA-LYSM".

Article 3 – Purpose

The purpose of the LIA's Agreement is to carry out the scientific program described in Annex 1 hereinafter "Program" which is an integral part of this Agreement.

Article 4 – Composition

The following laboratories and teams are involved in the LIA:

- Institut de Mathématiques de Marseille UMR 7373,
- Istituto Nazionale di Alta Matematica.

Article 5 – Nature of the cooperation

The LIA is not a legal entity and has no legal capacity.

It is not the purpose nor effect of the Agreement, and nothing herein may be construed in this respect, to form, create, make effective or even acknowledge the creation of a joint venture, a mandate, a company, an interest group or any other commercial group or entity, or a *de facto* company between the Parties.

CHAPTER II - ORGANISATION OF THE LIA

Article 6 – Scientific coordinators

The LIA is coordinated by two scientific coordinators. Scientific responsibility and management of the Program are assumed jointly by:

- Mr. Pierre PICCO, Director of Research, Institut de Mathématiques de Marseille UMR 7373
- Mr. Alessandro GIULIANI, Professor Università degli Studi Roma Tre, Affiliated member of the Istituto Nazionale di Alta Matematica.

For thematic expertise and coordination of this wide spectrum program, they will be assisted by:

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- for the French side:

- Viviane BALADI (DR CNRS ENS, Dynamical Systems)
- Thierry PAUL (DR CNRS Ecole Polytechnique, Analysis)
- Alessandra SARTI (PR, Université de Poitiers, Algebraic geometry)
- Stéphane VASSOUT (MCf, Paris VII, Non Commutative Geometry)
- Benoit CLAUDON (CR CNRS, Institut Elie Cartan Nancy, Complex Geometry).

- for the Italian side:

- Dario BAMBUSI (Prof. Università di MIlano, Mathematical Physics)
- Cinzia BISI (Ricercatore Universitario, Università di Ferrara, Complex Geometry)
- Adriana GARRONI (Prof. Università di Roma "*La Sapienza*", Analysis)
- Daniele GUIDO (Prof. Università di Roma Tor Vergata, Non Commutative Geometry)
- Massimiliano MELLA (Prof. Università di Ferrara, Algebraic Geometry)

These experts will sign a non-disclosure agreement.

The coordinators together shall coordinate the LIA's Program, the provisional budget and the annual financial and scientific reports to be submitted to the Steering Committee.

Article 7 – Steering Committee

7.1. Composition

A Steering Committee is established and composed by four [4] members:

- two (2) Representatives of the French Parties with entitlement to vote
  - ✓ One (1) representative of the CNRS: the Director of the Institute for Mathematical Sciences / Institut des sciences mathématiques et de leurs interactions (INSMI), or his/her representative,
  - ✓ One (1) representative of AMU: The President of AMU or his/her representative
- two (2) Representatives of the Italian Parties with entitlement to vote
  - ✓ Two (2) representatives of INdAM: the President of INdAM or his/her representative, or the President of the Scientific Council of INdAM, or his/her representative, and a member designated by the president of INdAM.

Each representative may be assisted by any expert at meetings of the Steering Committee, subject to the signing of a non-disclosure agreement. These experts attend in an advisory capacity.

The scientific coordinators of the LIA attend Steering Committee meetings in an advisory capacity.

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7.2. Chairman

The Chairman of the Steering Committee is chosen by and among its members on a revolving basis at each meeting.

The Chairman shall report to the Parties on the results obtained and the use of the financial resources.

7.3. Meeting

The Steering Committee meets at least once every two (2) years under the initiative of its Chairman or under the request of the Scientific Coordinators as often as the interests of the LIA need it.

The decisions of the Steering Committee are adopted by an unanimous vote from present or represented members.

Should it be impossible to physically hold a Steering Committee meeting, decisions from the Steering Committee may be adopted by teleconferencing or by written consultation.

7.4. Role

The Steering Committee shall:

- give an opinion on the progress, program and direction of research;
- decide as to the budgetary resources required for the LIA's activities;
- report to the Parties on results obtained and approve the use of the financial resources.

It may also study all others matters relating to the LIA.

CHAPTER III – FINANCIAL AND HUMAN RESOURCES

Article 8 – Financial provisions

Every year, the budget required to carry out the LIA Program shall be prepared by the two Scientific Coordinators and shall be submitted to the Steering Committee for approval. This budget includes stated requirements as well as the corresponding resources, detailed by the Parties funding them.

Annex 2, which is an integral part of the Agreement, summarises the provisional budget for the first year of the LIA, which details, in particular, the Parties' contributions and the suggested use of the funds. It is updated every year by a decision from the Steering Committee.

Each Party allocates and manages the budgetary credits corresponding to its own funding.

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As well as these financial resources, each Party manages, under its own responsibility and own authority, and according to its own rules, all the resources which it provides pursuant to the LIA: equipment, premises, facilities and staff.

Once a year, each Party shall justify to the other Parties, the resources actually allocated during the previous year (including equipment, premises and staff) in respect of the LIA. To this end, each Party draws-up a review of the financial resources allocated and their use (expenditure).

Use of the funding made by each scientific coordinator for the LIA program described in Annex 1, may be verified at the year-end following an ordinary request from an authorised representative of the other Party. The credits used by each scientific coordinator for the LIA are subject to the usual controls in the respective countries so as to verify their compliant use in accordance with the Agreement.

Article 9 – Staff

The staff solicited by the scientific coordinators to contribute to the Program shall remain fully attached to their original organisation. The scientific coordinators discuss on the terms and conditions, schedule and scope of the involvement of these employees in the implementation of the joint scientific program. Annex 3 summarises this involvement for the first year of existence of the LIA. The Parties shall be immediately informed of any changes and Annex 3 be updated.

Use of the infrastructures and/or equipment by the Parties' staff is subject to compliance with the health and safety rules established by the owner Party.

For the purposes of the LIA, the staff of a Party may have access to the other Parties' premises, subject to compliance with the by-laws of the Party controlling the premises and, possibly, to the signing of a hosting agreement.

Article 10 – Research contracts

The research contracts which the Parties wish to establish, within the framework of the LIA, with public or private, French or foreign third parties organisations are signed by all the Parties.

They are negotiated by the CNRS or by one of the Parties as designated by the Steering Committee. The authorised Party keeps the other Parties informed of the results of the negotiations. The latter have fifteen (15) days to provide their opinion on the final draft. Subsequent to this period, opinion is deemed to be favourable.

Research contracts are managed by the Party which conducted negotiations. Nevertheless, the LIA's Steering Committee may wish another Party to manage one or more contracts. In this case, it shall inform each Party.

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Non-disclosure clauses in these research contracts shall not prevent the relevant researchers from being entitled to mention their work in their activity report, which does not represent disclosure within the meaning of intellectual property legislation.

The contracts specifically provide that general support expenses are covered by the authorized Party for the activities which they enable to be developed. The relevant amounts, set after discussions between the Parties, are allocated to the authorized Party's budget for the corresponding amount.

For research contracts managed by the CNRS and including staff expenses, a deduction, representing a provision for redundancy, is made on the compensation, exclusive of taxes, but including social security and employer contributions.

CHAPTER IV – INTELLECTUAL PROPERTY

Article 11 – Publications

Each Party undertakes to provide the other Parties with all the informations required for carrying-out joint research work. Scientific results shall be published according to the usual custom and practice of the scientific community.

Publications related to the work carried-out in common within the framework of the LIA shall mention the connection with the Parties of the LIA. They shall explicitly mention that the ***"Research has been conducted within the context of the International Associated Laboratory LIA LYSM (Laboratory Ypatia of Mathematical Sciences), supported by CNRS-AMU-ECM-INdAM".***

Article 12 – Confidentiality

The Parties undertake to ensure that the information exchanged pursuant to the LIA and identified as confidential (hereinafter referred to as the "Confidential Information"):
a) is kept strictly confidential and is protected to the same extent as their own Confidential Information;
b) is only provided to their members of staff requiring knowledge thereof and is only used in application of this Agreement, for four years as from its date of communication.

Any and all other communication or use of the Confidential Information is subject to the prior and written authorisation of the communicating Party. Each Party undertakes to ensure that its staff referred to in section b) hereinabove comply with the provisions of this Agreement.

Notwithstanding the foregoing provisions, each Party may provide Confidential Information for which it is able to prove that:

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- it was in the public domain prior to its communication or subsequent thereto, but without any breach being attributable to it;
- it was received legally from a third party;
- it was already in its possession prior to the execution of the Agreement;
- it was developed independently and in good faith by its members of staff who did not have access to said Confidential Information.

Moreover, these provisions may not preclude:

- either the obligation binding on all personnel involved in the Program to provide an activity report to its institution, such communication does not represent disclosure within the meaning of intellectual property legislation;
- or the defence of the thesis related to the Program of this Agreement, with such defence being organised whenever necessary so as to guarantee, in compliance with effective university regulations, the confidentiality of certain results of the works carried-out pursuant to the Program.

Article 13 – Results

13.1. Ownership of results

The results, whether patentable or not, hereinafter referred to as the "Results", which are obtained pursuant to the present Agreement are the joint property of the Parties, hereinafter referred to as the "Joint Owners", on a pro rata basis of their respective intellectual, material and financial contributions.

Each Joint Owner retains ownership of the knowledge acquired by it outside this collaboration. Each Joint Owner is entitled to use, free-of-charge, and at its request, the Results of the other Parties for the sole purposes of its research and for research collaboration with third parties, with the exclusion of any and all other direct and/or indirect use for commercial purposes.

13.2. Appointment of an Administrator for the protection and exploitation of the Joint Results

The Joints Owners designate among them an Administrator Institution (hereinafter referred as to "Administrator") to be in charge of the protection and the exploitation of the results, taking into account their intellectual, material and financial contributions.

Nevertheless, for each Result jointly owned by the French public Parties, possibly with other Parties, a French Party (hereinafter referred as to the "Mandatory") is designated in accordance with the French law to be in charge of the protection and the exploitation of the French part of ownership. The Mandatory represents the French public Parties Joint Owners.

13.3. Protection of the Joint Results by patent

Patent applications are filed in the joint name of the Joint Owners; the name of the inventor(s) shall be mentioned.

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The Administrator has an express mandate from the other Joint Owners so as to manage the filing of patent applications and for obtaining and maintaining the resulting patents.

The Administrator assumes responsibility for steering and monitoring the priority filing procedures; He shall keep the other Joint Owners, represented by the Mandatory Institution when appropriate, informed of the progress of the application and provides the list of foreign countries in which extensions shall be filed.

Should one of the Joint Owners waive entitlement to file or maintain a patent and/or part of the extensions effective, it shall advise the other Joint Owners, represented by the Mandatory when appropriate, thereof within a reasonable timeframe so that they may continue lonely the procedure.

In addition, the waiving Joint Owner undertakes to sign or get signed all documents enabling the other Joint Owners to become sole owners of the said patent(s); the Joint Owners which continue with the procedure in their own names and at their expense shall be the sole beneficiaries of any income generated by use of the patent in the countries for which the other Joint Owner waived entitlement to continue with the procedure.
The expenses relating to filing, the issuing procedure, keeping effective and extending patents shall be shared between the Joint Owners, the Mandatory assuming the responsibility of the cost of the share of the French public institution involved in the LIA, on a pro rata basis of their respective intellectual, material and financial contributions.

13.4. Legal proceedings relating to patents

Any proceedings, in particular, for infringement, or in order to claim ownership of a patent, shall be instituted by the Administrator after having consulted with the other Joint Owners, represented by the Mandatory when appropriate.

The Joint Owners' respective contributions to the costs of the proceedings shall be shared on the basis of the contributions made by each Joint Owner, set forth in article 13.1 of the present Agreement.

If only one of the Joint Owners decides to bring a lawsuit, it may do so at its own initiative and exclusively in its name. It shall pay the related expenses and keep the compensations awarded.

13.5. Exploitation of the Joint Results

The Administrator receives an express mandate from the other Joint Owners, to carry-out all exploitation-related work. In particular, it negotiates contracts on behalf of the Joint Owners with all companies wishing to exploit the Joint Results.

The Administrator shall keep the other Joint Owners, regularly informed of the results of the negotiations. Any licensing agreement shall be signed by all the Joint Owners.

The Administrator shall repay to the Joint Owners represented by the Mandatory, when appropriate a proportion of the royalties resulting from the exploitation of the Result(s), less a contribution to the exploitation expenses of the Administrator representing a maximum of 20% of said royalties.