AGREEMENT FOR THE CREATION OF AN
INTERNATIONAL JOINT RESEARCH UNIT

Between

The Centre National de la Recherche Scientifique, a public scientific and technological institution, having its registered office at 3, rue Michel-Ange 75794 Paris cedex 16, France, represented by its President, Mr Alain FUCHS.

Hereinafter referred to as the “CNRS”

And

Regents of the University of California, on behalf of its Los Angeles campus, hereinafter referred to as “UCLA”, having its registered office at 410 Charles E. Young Dr. East, 2248A Murphy Hall, Box 951405, Los Angeles, California, 90095-1405, represented by Mrs Kathryn Atchison, in her capacity as Vice Provost, New Collaborative Initiatives,

Hereinafter referred to as “The Regents”

Hereinafter referred to jointly as the “Parties”,

In view of decision number 920520SOSI of 24 July 1992, as modified, relating to operational structures for research,

In view of decision number 920368SOSI of 28 October 1992, as modified, relating to the formation, composition, authority and operating of the laboratory councils of operational structures for research and operational structures for service of the CNRS.

Preamble

CNRS and UCLA’s Institute for Society and Genetics (ISG) propose to open a joint research unit dedicated to interdisciplinary research centered on epigenetics (the study of changes in gene activity not caused by alteration of the DNA sequence), and its societal and political implications. It will foster natural scientists, social scientists, and environmentalists to work together. The goal of this research unit is to synergize expertise between disciplines, produce international collaborations, investigate cross cultural and cross national differences, and an opportunity to study the deep reforms of the politics of public health and health insurance that might arise from epigenetics.

The foregoing and the following have been agreed upon:

Article 1 – Purpose
An International Joint Research Unit (UMI) is hereby created between the Parties, called: “Epigenetics, Data, Politics”.

Details of the Scientific Program of this UMI are provided in annex 1, which is attached to this Agreement.

The UMI is placed under the joint responsibility of the Parties which provide it with staff and resources.

It is located at 1320 Rolfe Hall, UCLA, Los Angeles, CA 90095-7221, USA.

The UMI’s CNRS code number is UMI 3663.

For the CNRS, the UMI primarily reports to CNRS’ Institute for Social Sciences & Humanities (“InSHS”) and secondarily to CNRS’ Institute for Ecology and Environment. For The Regents, the UMI reports to the Dean of UCLA Division of Life Sciences.

Article 2 – Term – Renewal – Termination

This Agreement is executed for a four-year term as from January 1st, 2014. It may be renewed by a written amendment.

The UMI may be terminated by either Party prior to the end of a four-year contractual term with a year’s notice. In this case, the Parties shall endeavour to successfully complete the joint initiatives which have been started.

The renewal or non-renewal decision is taken following an opinion from the Parties’ relevant statutory bodies, the Director, the UMI Laboratory Council and the UMI Scientific Committee.

Notwithstanding the expiry or termination of this collaboration, the provisions of articles 7, 10, 11, 12 and 14 shall survive.

Article 3 – Management of the UMI

The Director is appointed jointly by the Parties for a four-year term, renewable on a maximum of two occasions, following the opinion of the relevant statutory bodies. Should the term of office be interrupted, the Director’s replacement shall be appointed according to the same procedure.

At the execution of this Agreement, the Director of the UMI is Professor Eric VILAIN.

The Director is responsible for managing all the resources provided to the UMI and approves any secondment of staff to the UMI and all the resources allocated to the UMI by third parties. The Director is responsible for choosing trainee researchers.

Every two years, the Director drafts an activity report which is sent to both Parties.

The Director is assisted by a Deputy Director appointed by the Parties for the term of this Agreement. At the execution of this Agreement, the Deputy Director of the UMI is Professor Emmanuel DIDIER.
Article 4 – Scientific committee

The UMI has a Scientific Committee, which is composed as follows:

- A member of CNRS' InSHS or his/her representative;
- A member of UCLA or his/her representative;
- 4 appointed members from outside the UMI chosen by joint agreement between the Parties for their expertise.

As of the date this Agreement is executed, the composition of the UMI Scientific Committee appears in annex 4 hereto.

The chairman of the Scientific Committee is appointed by the Parties from amongst committee members. The term of office of the Scientific Committee members is four years. It meets at least once every two years with a mandatory meeting being held prior to the UMI’s renewal, if any.

The Scientific Committee makes suggestions concerning the UMI’s scientific directions and verifies implementation thereof. It provides opinions on:

- the results of research carried out, taking account of the initial objectives and of the resources granted to the UMI;
- the UMI’s research programs and the requests for resources required to conduct them;
- any other matters relating to the UMI’s general organisation and scientific work.

The Director and Deputy Director attend the Scientific Committee in an advisory capacity.

Article 5 – Laboratory Council

5.1. Composition

As the UMI’s headcount is less than 30 at the execution of this Agreement, a General Assembly, composed of all the UMI staff, is put in place as the UMI Laboratory Council.

5.2. Missions and running

The Laboratory Council, chaired by the UMI Director, is an advisory body. In particular, it provides its opinion on any measure relating to resources, the organisation and operations of the UMI and, more generally, on any matter that the UMI Director considers appropriate to refer to it.

The Laboratory Council meets at least once a year. It is convened by its chairman, either at his/her initiative, or at the request of a third of its members. Following an invitation from the chairman, it may hear any person involved in the UMI’s work or called as an expert in respect of any item on the agenda.

As and when required, by-laws dictate the other operating rules of the Laboratory Council.

Article 6 – Allocation of resources
During the term of this Agreement, the Parties shall provide the UMI with material research resources, which are not subject to any allocation or which are allocated for specific, jointly-defined assignments, as the two Parties may agree in advance in writing.

During the term of this Agreement, the Parties shall also endeavour to keep these resources at a real level which is at least equivalent both in terms of staff and credits. Should a reduction in resources seem nevertheless necessary, such must be justified.

The Parties second staff to the UMI. A list of the UMI staff is attached in annex 2 to this Agreement. It is updated every year.

The Parties shall keep each other mutually informed of staff movements: either Party may, within fifteen days, provide the other with its justified refusal of the secondment of an agent.

In the event of a noticeable increase in the number of staff seconded to the UMI, a reassessment of the material resources required is carried out together with the UMI Director.

As regards its staff, each Party remains bound by all the responsibilities and obligations relating to its capacity as employer. Neither Party shall have any responsibilities for or obligations to the employees or contractors of the other Party. Each Party shall be solely responsible for paying or withholding all relevant taxes arising from the compensation paid to its respective employees in connection with services provided under this Agreement. Each Party shall be solely responsible for all other governmental requirements applicable to its respective employees arising out of their employment relationship. Neither Party’s employees shall have any claim under this Agreement, or otherwise, against the other Party’s workers’ compensation, unemployment compensation, vacation pay, sick leave, retirement benefits, social security benefits, disability insurance benefits, unemployment insurance benefits, or any other employee benefits.

The staff allocated to the UMI reports to the Director and is subject to the disciplinary procedures in force in the UMI, without such in any way altering their rights and duties under their respective statuses.

UCLA provides the UMI with premises, which are located at 1323 Rolfe Hall and 6335 Gonda Building on the campus of the University of California at Los Angeles. A detailed description of such premises appears in annex 3 hereto. UCLA ensures the maintenance of the premises, in its capacity as the owner thereof. Infrastructure expenses are specified in the UMI’s provisional budget, once the Parties have agreed as to their nature and amount. The Parties shall discuss so as to decide on their respective contributions to payment of these expenses. Nothing herein shall require a fixed level of contribution from either Party, unless expressly agreed in advance in writing.

**Article 7 - Publications**

**7.1. Reference to publications**

Publications by the UMI staff, or any publications resulting from work created by or in collaboration with the UMI, shall mention the support of both Parties:

- Name of author(s),
- Name of the UMI,
“The published work was supported by the CNRS-UCLA International Joint Research Unit 3663 “Epidapo” (Epigenetics, Data, Politics)"

7.2. Communication

The Parties wish to improve the visibility of research work and equip themselves with tools enabling the amount of publications and scientific renown of their laboratories to be reliably gauged. To this end, the Parties undertake to implement a system for the filing of researchers’ publications in electronic format, in particular, in an open archive system such as HAL.

Article 8 – Research contracts

8.1. The UMI may wish to seek outside funding from public or private sponsors in France or the United States to support the collaboration developed under this Agreement. The corresponding research contracts and the contracts affiliated thereto shall be entered into solely by the relevant Party receiving the funds and signed by this Party, as previously designated by the UMI Director. Such Party shall be solely responsible for compliance with all terms of such research contracts and any law applicable to such Party in connection therewith. Nevertheless, the draft contracts are sent to the other Party, at CNRS (dlr15.spv@cnrs.fr), at UCLA (awards@research.ucla.edu), and this Party will have 30 days to provide its opinion thereon. Subsequent to this period, the opinion is deemed favourable.

Such research contracts are administered by the delegated authority at each Party’s respective institutions and by the policies and procedures governing each institution.

The agreements may include non-disclosure clauses, which the other UMI partner may be subject to.

8.2. All research contracts without funding which the UMI wishes to establish with third parties, public or private, French or American, shall be jointly signed by the Parties.

Article 9 – Results

9.1. Ownership of results

Research results which are obtained pursuant to this Agreement, hereinafter referred to as the “Results”, and any Intellectual Property rights relating thereto, are the joint property of the Parties on a basis to be determined by a separate written agreement, prior to any and all direct and/or indirect exploitation of the Results for industrial or commercial purposes.

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 for the sole purposes of its research and for research collaboration with third parties, to the exclusion of any and all other direct and/or indirect exploitation for industrial or commercial purposes.

The UMI staff member should identify likely funding sources prior to the initiation of specific research under a UMI project.

9.2. Protection of the Intellectual Property by patent
Each Party will promptly disclose to the other Party of any Intellectual Property developed or created pursuant to this Agreement. The other Party will hold such disclosure on a confidential basis and will not disclose the information to any third party without prior written consent of the disclosing Party.

For any patentable Intellectual Property that is jointly owned, the Parties shall agree, in a separate written agreement, on the disposition, management, licensing, costs, and filing to protect such Intellectual Property.

9.3. Patent infringement actions

The Parties shall consult with each other before engaging any proceedings involving jointly-owned Intellectual Property, in particular, for infringement, or in order to claim ownership of a patent.

9.4. Software and databases

Each Party remains sole owner of the software and databases and any other copyrightable works obtained by it outside the framework of the UMI.

The software and its extensions, and the databases, and any other copyrightable works first created or developed pursuant to this Agreement ("Works") are the joint property of the Parties.

The Parties have a free and non-assignable right-of-use over the Works for the research requirements as referred to in this Agreement. For Works that are databases, the right-of-use relates to both the structure and content and includes an extraction right.

For Works that are jointly owned, the Parties shall agree, in a separate written agreement, on the disposition, management, licensing, costs, and filing to protect such Works.

Article 10 – Confidentiality

In the event that information identified in a timely fashion as confidential is furnished under the Agreement, during and for a period of five (5) years following the expiration date of this Agreement, each Party shall protect such information in accordance with applicable laws, regulations, and administrative practice. Information shall be identified as confidential information by the disclosing Party at the time of disclosure (hereinafter referred to as the "Confidential Information").

Confidential Information shall not include information which:

1. is generally known or publicly available from other sources;
2. has previously been made available by its owner, without imposing in a timely manner an obligation to keep it confidential;
3. is independently generated by one Party without the use of Confidential Information of the other Party,
4. or is required to be disclosed by law or court order.

Without prior written consent, neither of the Parties shall disclose any Confidential Information provided by the other Party except to appropriate employees. If expressly agreed between the Parties, Confidential Information may be disclosed to prime and subcontractors. Such disclosures shall be for use only within the scope of their contracts with the Parties relating to cooperation under this Agreement. The Parties shall impose, or shall have imposed, an obligation on those receiving such
Confidential information to keep it confidential. If one of the Parties becomes aware that, under laws or regulation, it will be, or may reasonably expected to become unable to meet non-disclosure provisions, it shall immediately inform the other Party. The Parties shall thereafter consult regarding an appropriate course of action.

These provisions do not preclude students from defending a thesis related to the Scientific Program of the UMI, it being understood that such defence can be organised whenever necessary so as to guarantee the confidentiality of the work carried out under this Agreement.

Article 11 – Liability

The Regents will indemnify, defend and hold harmless CNRS, its trustees, officers, agents, and employees from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of The Regents, its trustees, officers, agents or employees.

CNRS will indemnify, defend and hold harmless The Regents, its trustees, officers, agents, and employees from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of CNRS, its directors, officers, agents or employees.

Article 12 – Evaluation

The UMI's work is evaluated according to the effective regulations in force amongst the Parties and, in particular, within the framework defined by Article L.114-3-1 of the French Research Code (Code de la Recherche française).

The UMI is also evaluated by the Parties' relevant statutory bodies on the basis of their own rules and procedures.

Article 13 – Settlement of disputes

This Agreement is governed by the legislation of the country where the UMI has its location. The UMI location at the execution of this Agreement is in California, United States.

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

Were the disagreement to persist, authorized institutional officials at each Party will convene to discuss and resolve the dispute in an amicable manner.

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.
Article 14 – Use of Name and Marketing

Neither Party will use the name of the other, either expressly or by implication, in any publicity, solicitation or advertisement without the written approval of the other Party.

Article 15 – Order of Precedence

This Agreement is drafted in 2 (two) originals, in English.

In (...), on (...),

For the CNRS
Mr Alain Fuchs,
President

(july 15, 2014)

For The Regents of the University of California
Mrs Kathryn A. Atchison
Vice Provost, New Collaborative Initiatives

(june 17, 2014)
Annex 1: Scientific Program

Epidade: Epigenetics, data, politics

CNRS and UCLA’s Institute for Society and Genetics (ISG) propose to open a joint research unit dedicated to interdisciplinary research centered on epigenetics. It will foster natural scientist, social scientists, and environmentalists to work together.

Epigenetics is an old notion, but since 2000 it enjoys a completely renewed and fresh attention. Indeed, natural scientists have identified processes, especially methylation and histone acetylation that, while they do not actually transform the genome, seem to control the expression of the genes. One of the very interesting points here is that these latter processes are themselves controlled by social and environmental factors. Hence, epigenetics as it is understood today allows explaining how factors such as pollution, nutrition, developmental factors or even social class influence gene expression, and also how it might be possible to reverse their effects.

This topic is crucial for three reasons:

1) Epigenetics is scientifically an occasion to rejuvenate completely interdisciplinary research. Epigenetics is necessarily a long argumentative chain. Arguments come from biotechnology as much as environmental science or social science. Specialists of these disciplines are building their definitions of epigenetics and are already working together to develop a common language. Epidade will be the place where this common language will have the better chance to thrive consciously, thanks to a special dedication to science reflexivity.

2) Epigenetics is a new dialogue between disciplines, and also between different kinds of data. Indeed, institutions gathering what is commonly called “big data”, be they private (such as IMS Health of Cégédim) or public (social security) are major actors in the field. Biobanks, that gather together collections very different in kind, such as tissues, medical and sociodemographic data, are flourishing. Birth cohorts, based on representative samples of fetuses followed from conception to the 20th anniversary of the person they became, are also developing. This proliferation of new data is in itself a social event with specific motives, means, and consequences that ought to be studied in Epidade.

3) Epigenetics is exciting for political scientists and for politicians alike. It might produce new means of control over many diseases such as diabetes, obesity, cancer or schizophrenia. At the same time, some people close to the development of epigenetics already criticize some of the consequences it might have, calling it eugenics. Therefore, epidade might very well be an opportunity to study the deep reforms of the politics of public health and health insurance that might arise from epigenetics.

Research Themes

Possible specific research themes are listed below:

1. Food, Health, Aging, Genetics & Epigenetics
The study of diet and eating habits, nutrition and eating habits are one of the major issues of public health policies in the United States. The increase in childhood obesity, especially among low income populations, is a research priority and an example of a theme in which the interaction between genes and environment is crucial, and has pivotal political consequences.

2. **Aging**

The theme of aging is a central theme at the interface between medicine, public health and social sciences, as the understanding of aging illuminates the future of health practices. A challenge is to understand the new frontiers of aging in terms of a variety of research axes: influence of the environment on biological markers of aging; epigenetics and measurement of biological age; biomedical, social and public policy research on aging; intergenerational dynamics; consumer behavior of older individuals; well-being and lifestyles of retirees, and the evolution of the image of seniors in the social imaginary.

3. **Gender**

Gender sciences are a cross cutting theme, involving both biological research (genetics of sexual development, both anatomical and behavioral) and social research (gender development, gender stereotypes). The questions of nature and nurture are still highly relevant in current gender debates and have major consequences in terms of public policy for sexual minorities.
ANNEX 2: PROJECTED HUMAN AND FINANCIAL RESOURCES
ANNEX 2a: PROJECTED HUMAN AND FINANCIAL RESOURCES

UMI—UCLA and CNRS Joint Venture - Budget Justification

I. ISG In-kind costs

Salaries
Director: Eric Vilain @ 20% time/ann. = $275,848
Manager: Ana Wevill 10% time for first year and 5% time for subsequent years. Includes
program prep, implementation training, minimal program oversight. $16,367
Total salaries: $292,215

Benefits:
Director: Eric Vilain: $78,617
Manager: $4,665
Total benefits: $83,281

Space:
Rolfe Hall: Office & research. 1 office (1-Co-Director, 1-administrator, 3-4 –visitors/yr):
$8220/ann. = $32,880
Vilain lab: research space: $91,000/ann. = $364,000

Research resources:
Library stacks
E-stacks
Intellectual collaboration

Infrastructure/Resources:
Copier/printer/scanner: $2K/ann. = $8K
Website hosting/cyber space (Consult IT) = $120/ann. = $480
IT support: n/a - use of current IT support contract: $3000 ann. = $12,000

Materials and Supplies:
Computers: 2 total = $3200
*Technology Infrastructure Fees (TIF) = $510

* Technology Infrastructure Fee: implemented by campus in 2003. It is used to cover
the campus network, backbone, internet connection, hardware, wireless services, etc. On July
1, 2006, campus transitioned the TIF calculation methodology from a per-telephone line
based charge to a per-FTE (Full Time Employee) based charge. The FTE based TIF charge is
billed at the FAU (Full Accounting Unit) level based on actual monthly FTE derived from
payroll data. As of 07/01/13, the current TIF charge is billed at $35.42 per FTE, per month.

Total other in-kind: $421,070

Avg. Total Annual: $199,142

Current ISG In-Kind total 4yr budget estimate: $796,566
II. CNRS In-Kind

Key Personnel

Salaries
Leadership:
- Co-Director (French side): Emmanuel Didier, $80K/ann. + 5% annual inflation = $344,810

Exchange visitors of the UMI:

Research staff:
- Research Engineer/Administrator, 1/ann. @ $65K/ann. + 3% annual inflation = $271,936
  This individual will be responsible for budget management, visa coordination, expense reports, travel, grant support, research proposals, IRB, and all other activities related to the UMI;
- Visiting Scholar long term (3 total for 2yr contract each over 4yr award period): $26,968/ann/ea. = $161,808
  *Visiting Graduate Researcher (VGR) (2 total for 3yr contract each over 4yr award period): $18,972
  Annual fees: $3162 (includes graduate division, visa processing, IT, library access, and health insurance fees. Annual fee w/insurance waiver: $1422).
  *VGR is awarded via application process through CNRS.

Total Salaries: $797,526

Benefits:
Co-Director (French side): Emmanuel Didier: $98,271
*calculated at 28.5% of salary base
Research Engineer: $77,502
*calculated at 28.5% of salary base
Visiting Scholars (VSISP Medical/Dental Plan @ $564/quarter, $2256/ann.):
Long term = $13,536
Visiting Graduate Researchers: n/a - included with VGR fees, or waived. See above.

Total Benefits: $189,309

Avg. Total Annual: $246,709

CNRS In-Kind total 4yr budget estimate: $986,834

III. CNRS-funded Operational Expenses

Research:
Special collections copy charges: $0.11/copy = 1000 copies/ann. = $440
*Special Collections library access requires an access card free of charge. Copy fee applies
Borrowing library materials: $20/qtr = ~$800
Consultants:
Web developer to design and develop a website for the joint venture. $5K

Materials and Supplies:
Publication costs: $6K
Computers: (est. 6 computers @ $1500/ea) = $8,000
Furniture: (est. 2 offices, 6 workspaces - desks, chairs, storage - @$2200/ea) = $13,200
Telephone/conference calls: $100/mo x 48mos = $4800
Research supplies
   Lab materials: $10K/ann. = $40K
   Questionnaires: $1K/ann. = $4K
IT support: see below
Bruit card processing: $6.75/card = $135
Signage: $250
Keys: $250
Mail services: $100/ann. = $400

Language Instruction (UCLA Extension - UNEX):
English as a second language (ESL): $600/10wk course, est. 5 scholars/yr = $12,000
French language instruction: $600/10wk course, est. 2 scholars/yr = $4800
   Total Language Instruction: $16,800

Travel:
Categories may include: UMI Meetings; Science Committee Meetings; Research – exchange
(also budget for travel of some UCLA scholars to perform research or teaching in France);
Research – field; Academic workshops; Symposia
   Total Travel: = $26,450

Visas: est. 20 visas over 4yrs + fee escalation = $1100
*Visa processing fees for visiting academics. J1 visa @ $40/ea based on current rate
   *J1 visa info:
      1. Visiting Professors & Visiting Scholars: J1 visa renewable annually for up to 5 yrs. Visiting Graduate Researchers (VGR’s): J1 visa renewable annually for up to 2 yrs.

Total Operational Expenses/Direct costs: Annual avg. $31,905/ann. = $127,625

8% Overhead: on operational budget alone = $10,210

TOTAL CNRS-funded operational 4 year budget: $137,835
ANNEX 3: PREMISES

The UMI will be located at:

1. Primary
Box 957221, 1323 Rolfe Hall
University of California Los Angeles
Los Angeles, CA 90095-7221
USA

2. Secondary
6335 Gonda (Goldschmied) Neuroscience and Genetics Research Center
695 Charles E. Yung Drive South, Box 708822
Los Angeles, CA 90095-7088
USA
ANNEX 4: COMPOSITION OF THE UMI SCIENTIFIC COMMITTEE

As of the date this Agreement is executed, the members of the UMI Scientific Committee are as follows:

- Patrice Bourdelais, Director of the CNRS' InSHS or his/her representative;
- Ted Porter, distinguished professor of History, UCLA or his/her representative;
- 4 appointed members from outside the UMI chosen by joint agreement between the Parties for their expertise:
  - UCLA:
    - Assistant Professor Patrick Allard;
    - Associate Professor Chris Kelty;
  - CNRS:
    - Research Director Luc Boltanski;
    - Researcher Frederic Keck