



MEMORANDUM OF UNDERSTANDING



BETWEEN

UNIVERSITY OF THE PHILIPPINES, the National University, created by virtue of Act No. 1870, as amended and strengthened by Republic Act No. 9500, otherwise known as "The University of the Philippines Charter of 2008" through its constituent university at Diliman, with official address at Quezon Hall, U.P. Campus, Diliman, Quezon City, 1101, Philippines, represented herein by its Chancellor, **FIDEL R. NEMENZO, D.Sc.**, hereinafter referred to as "**UPD**"

AND

RIKEN Center for Advanced Photonics, a research center of RIKEN, a National Research and Development Institute, established by virtue of the Law No. 160 of Japan under the Ministry of Education, Culture, Sports, Science and Technology, with its principal address at 2-1, Hirosawa, Wako, Saitama, 351-0198, Japan, represented herein by its Director, **DR. KATSUMI MIDORIKAWA**, hereinafter referred to as "**RAP**"

recognizing the benefits to their respective organization from the establishment of institutional links, conclude this Memorandum of Understanding (MOU).

UPD and RAP hereinafter referred to collectively as the "Parties" and individually as a "Party".

1. The purpose of this MOU is to develop academic, scientific and research cooperation and promote mutual understanding between the Parties;
2. Both Parties agree to develop the following activities in the scientific, research and academic areas of mutual interest, on the basis of respect, equality and reciprocity;
 - A. exchange of scientists, researchers and administrative personnel;
 - B. visit, training and internship of UPD students at RAP;
 - C. educational projects such as joint graduate school program under RIKEN International Program Associates;
 - D. collaborative research projects;
 - E. lectures, seminars and symposia;
 - F. exchange of academic, scientific, and research information, materials and

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equipment;

G. other forms of cooperation.

3. The development and implementation of specific activities based on this MOU will be separately negotiated and agreed upon in writing between the Parties which carry out the specific projects. These activities will, subject to the Parties' rules, regulations, policies, and procedures, be conducted after discussion and agreement between representatives of both Parties, and in accordance with the laws and regulations of their respective countries after full consultation and approval from the other Party.
4. All information and/or research materials held by one Party prior to the commencement of or outside the scope of any specific program or activity under this MOU and provided to the other Party in the course of such specific program or activity shall remain the property of the providing Party, and shall not be used for any purpose other than the specific program or activity hereunder without prior written approval from the providing Party.

All written information (including research materials) marked or designated in writing as "Confidential" or similar by the Party providing the information shall be considered as confidential information (hereinafter referred to as the "Confidential Information"). Such Confidential Information shall be kept confidential by the receiving Party and shall not be disclosed to any third party without prior written approval from the providing Party. However, Confidential Information shall not include any information that is:

- (i) already known to the receiving Party at the time of disclosure hereunder; or
- (ii) now or hereafter becomes publicly known other than through acts or omissions of the receiving Party; or
- (iii) is disclosed to the receiving Party by a third party under no obligation of confidentiality to the providing Party; or
- (iv) independently developed by the receiving Party without reliance on the Confidential Information of the providing Party.

Notwithstanding any provision to the contrary herein, the receiving Party may disclose the providing Party's Confidential Information if required to do so in a legal proceeding or before a governmental body, provided that the receiving Party promptly notifies the providing Party of the requirement.

5. It is understood that the implementation of any of the cooperative activities stated in Clause 2 may be restricted by the availability of resources and funds of the Parties concerned.
6. Both Parties agree that, in the event of research collaboration leading to patent rights, copyrights or other intellectual property rights, a further agreement must be negotiated in each case in accordance with the policies of the two parties on intellectual property. Both UPD and RAP shall seek an equitable and fair understanding as to the ownership and other property interests that may arise, the terms of which shall then be contained in a separate agreement. This understanding

shall be based on the laws, rules and guidelines then implemented in each Party.

7. This MOU may be amended or modified by a written agreement signed by the representatives of both Parties.
8. In the event of an unforeseen incident during collaborative activities in either country, both Parties agree to negotiate a mutually acceptable solution. As far as practicable, these solutions shall be incorporated into the specific agreements mentioned in Clause 3.
9. This MOU is valid from the date of signature by the last Party to sign, which will be communicated to the other Party, until March 31, 2025.
10. This MOU may, at any time during its period of validity, be terminated by the Parties, upon prior notice to the other Party in writing, at least six (6) months before the termination date. This must be without prejudice to the completion of any ongoing programs.
11. Should any disagreement arise out of the application, interpretation or implementation of this MOU, the Parties shall endeavor to exercise their best efforts to negotiate the differences.
12. Both Parties shall ensure that the appropriate organizational, physical, and technical measures are in place to maintain the confidentiality, integrity, and security of personal information and sensitive personal information that may come to its knowledge or possession by reason of any provision of this MOU and that its employees, agents, representatives, or any person acting under its authority shall hold said information under strict confidentiality at all times.

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IN WITNESS WHEREOF, the Parties have signed this Memorandum of Understanding in duplicate and each Party shall retain one (1) copy.

RAP

By:




DR. KATSUMI MIDORIKAWA
Director

Date: March 23, 2022


UNIVERSITY OF THE PHILIPPINES

By:


FIDEL R. NEMENZO, D.Sc.
Chancellor

Date: 15 July 2022

WITNESSES:


GIOVANNI A. TAPANG, Ph.D.
Dean, College of Science
28 March 2022
WILSON O. GARCIA, Ph.D.
Director, National Institute of Physics