



**AGREEMENT ON ACADEMIC EXCHANGE
BETWEEN
UNIVERSITY OF THE PHILIPPINES DILIMAN
AND
INSTITUTE OF LASER ENGINEERING
OSAKA UNIVERSITY**



The **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, **DR. MICHAEL L. TAN**, hereinafter referred to as "**UPD**"

and

the **INSTITUTE OF LASER ENGINEERING, OSAKA UNIVERSITY**, with official address at 2-6 Yamadaoka, Suita, Osaka, Japan, represented herein by its Director, **PROF. RYOSUKE KODAMA**, hereinafter referred to as "**ILE**",

with the objective of promoting cooperation in the fields of education and academic research, agree to conclude the following agreement on academic exchange.

Article 1

The purpose of this Agreement is to develop academic cooperation and promote mutual understanding between the two institutions.

Article 2

Both institutions agree to develop the following activities in academic areas of mutual interest, on the basis of equality and reciprocity;

- a) Exchange of faculty, researchers and other research and administrative staff;
- b) Exchange of undergraduate and graduate students;
- c) Conduct of collaborative research projects;
- d) Conduct of lectures and symposia;
- e) Exchange of academic information and materials; and
- f) Promotion of other forms of academic cooperation as mutually agreed.

Article 3

These activities will be conducted as required, after discussion and agreement between representatives of both institutions.

Article 4

Specific matters pertaining to the implementation of the exchanges between both institutions shall be negotiated and agreed upon by the parties concerned in each specific case, and shall also be subject to a separate written agreement between both institutions. Both institutions agree to carry out the activities concerned with the exchanges in accordance with the laws and regulations of their respective countries after full consultation and approval.

Article 5

It is understood that the implementation of any of the types of cooperation stated in Article 2 may be restricted depending upon the availability of resources and funds at the institutions concerned.

Article 6

Should any collaborative research activity under this Agreement result in any potential for intellectual property, both institutions shall seek equitable and fair understanding as to the ownership and other property interests that may arise, and the further agreement must be negotiated in each case in accordance with the policies of both institutions on intellectual property. This understanding shall be based on the laws, rules and guidelines then implemented in each institution.

Article 7

This Agreement may be amended or modified by a written agreement signed by the representatives of both institutions.

Article 8

In the event of an unforeseen incident during collaborative activities in either country, both institutions agree to negotiate a mutually acceptable solution. As far as practicable, these solutions shall be incorporated into the specific agreements mentioned in Article 4.

Article 9

This Agreement is valid for a period of three (3) years from the date of signature by the representatives of both institutions and shall be automatically renewed for another two (2) years, unless terminated or replaced with a new Agreement.

Article 10

This Agreement may, at any time during its period of validity, be terminated by one of the institutions, upon prior notice to the other in writing not later than six months before the termination date. However, the termination of this Agreement shall not affect the implementation of the collaborative activities established under it prior to such termination.

Article 11

In the absence of any such early termination, the renewal of this Agreement shall be discussed by both institutions at least six (6) months prior to the natural termination of the current Agreement.

Article 12

Should any disagreement arise out of the application, interpretation or implementation of this Agreement, the institutions shall endeavor to exercise their best efforts to negotiate their differences. Alternative methods of dispute resolution shall be exhausted before resort to court litigation.

Article 13

The applicable law of this Agreement shall be the laws of the Philippines, when the cooperation is carried out at UPD, and by the laws of Japan, when carried out at ILE.

Article 14

Both institutions agree to adhere to and comply with the applicable export control laws and regulations. Both institutions also agree that this academic exchange does not aim for design or development of military equipment, including but not limited to Weapons of Mass Destruction; Weapons of Mass Destruction are defined as Nuclear, Chemical, Biological weapons and Missiles, and other Unmanned Aerial Vehicles for military use.

Article 15


Both institutions shall ensure that 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 Agreement and that its employees, agents, representatives, or any person acting under its authority shall hold said information under strict confidentiality at all times.


Article 16

This Agreement is to be executed in English, and each institution shall retain an original copy.

UNIVERSITY OF THE PHILIPPINES

**INSTITUTE OF LASER ENGINEERING
OSAKA UNIVERSITY**



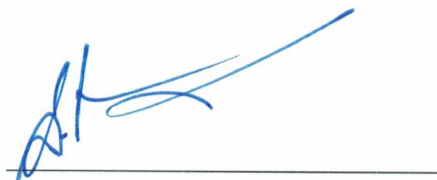


MICHAEL L. TAN, Ph.D.
Chancellor

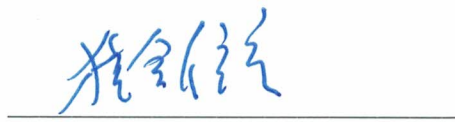
RYOSUKE KODAMA, Ph.D.
Director

Date: 5 February 2020

Date: 5 Feb 2020



WITNESSES



WILSON O. GARCIA, Ph.D.
Director
National Institute of Physics

NOBUHIKO SARUKURA, Ph.D.
Professor
Institute of Laser Engineering

