



MEMORANDUM OF UNDERSTANDING

BETWEEN

The **UNIVERSITY OF FUKUI**, with official address at 3-9-1 Bunkyo, Fukui City, Fukui Prefecture, Japan 910-8507, represented herein by its President, **Dr. UEDA Takanori**, hereinafter referred to as **UF**

AND

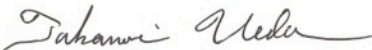
The **UNIVERSITY OF THE PHILIPPINES**, the National University, created by virtue of Act No. 1870, as amended and strengthened by Republic Act No. 9500, otherwise known as "The University of the Philippines Charter of 2008" through its constituent university at Diliman, with official address at Quezon Hall, U.P. Campus, Diliman, Quezon City, 1101, Philippines, represented herein by its Chancellor, **Dr. Fidel R. NEMENZO**, hereinafter referred to as **UPD** recognizing the benefits to their respective Universities from the establishment of institutional links, conclude this Agreement.

1. The purpose of this Agreement is to develop academic cooperation and promote mutual understanding between the two Universities;
2. Both Universities 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 students;
 - c. Collaborative research projects;
 - d. Lectures and symposia;
 - e. Exchange of academic information and materials
 - f. Other forms of academic cooperation
3. The development and implementation of specific activities based on this Agreement will be separately negotiated and agreed upon between the schools or institutes which carry out the specific projects. This shall be subject of a separate written agreement between the two universities. Both Universities agree to carry out these activities in accordance with the laws and regulations of their respective countries after full consultation and approval from the other party.
4. It is understood that the implementation of any of the cooperative activities stated in clause 2 may be restricted depending upon the availability of resources and funds at the Universities concerned.
5. 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 Universities shall seek an equitable and fair understanding as to the ownership and other property interests that may arise.

6. The Universities 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.
7. This Agreement may be amended or modified by a written agreement signed by the representatives of both Universities.
8. In the event of an unforeseen incident during collaborative activities in either country, both Universities 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 Agreement shall be valid for three (3) years starting from the last signature of this agreement. If no request is made to terminate or to amend before its termination, it shall be automatically renewed for another period of three (3) years, upon approval of both parties of a progress report on the activities implemented for the past three (3) years. Each progress report will be attached to the MOU as an Annex.
10. This Agreement may, at any time during its period of validity, be terminated by the Universities, upon prior notice to the other party in writing, at least six (6) months before the termination date.
11. Should any disagreement arise out of the application, interpretation or implementation of this Agreement, the Universities shall endeavor to exercise their best efforts to negotiate the differences.

UNIVERSITY OF FUKUI

By:



UEDA Takanori, M.D., Ph.D.
President
University of Fukui

Date: July 21, 2020

UNIVERSITY OF THE PHILIPPINES

By:



Fidel R. NEMENZO, Ph.D.
Chancellor
University of the Philippines, Diliman

Date: 7 Oct 2020

WITNESSES



TANI Masahiko, Ph.D.
Director, Research Center for
Development of Far-Infrared Region



Wilson O. GARCIA, Ph.D.
Director
National Institute of Physics, UP Diliman