



**MEMORANDUM OF AGREEMENT ON  
ACADEMIC AND RESEARCH COOPERATION**

**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 the **“UPD”**

WHEREAS, **UPD** and **UF** are willing to have their respective faculty/researchers/students directly collaborate for the research topics of mutual interests and to provide each other with access to propriety research materials;

WHEREAS, the performance of collaborative research is consistent with the instructional, scholarship and research objectives of the UPD and UF;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained UPD and UF agree as follows:

**1. DEFINITIONS**

As used in this Agreement, terms have the meanings given them below or elsewhere in this Agreement:

- 1.1 Research Materials mean those experimental and other materials one party may provide the other in connection with and as stated in the Research Program.
- 1.2 Research Program means the research program set forth by UP and UF .
- 1.3 Research Program Invention means any invention, discovery, work of authorship, software, information or data, patentable or unpatentable that is conceived, discovered and reduced to practice in performance of the Research Program.
- 1.4 Academic Materials mean those academic and other materials one party may provide the other in connection with and as stated in the Academic Program.
- 1.5 Academic program means the academic program set forth in UPD or UF.

1.6 Confidential Information means UPD or UF owned confidential scientific, business or financial information which will be clearly marked as such in writing provided that such information:

- 1.6.1 is not publicly known or available from other sources who are not under a confidentiality obligation to the source of the information;
- 1.6.2 has not been made available by its owners to others without a confidentiality obligation;
- 1.6.3 is not already known by or available to the receiving party without a confidentiality obligation;
- 1.6.4 is not independently developed by the receiving party;
- 1.6.5 does not relate to potential hazards or cautionary warnings associated with the performance of the Research Program of the Agreement or is not required to be disclosed under operation of law.
- 1.6.6 In the event that a Receiving Party or any of its directors, regents of the UPD, officers, employees, consultants or agents are requested or required by legal process to disclose any of the Confidential Information, a Receiving Party will provide a Disclosing Party with prompt notice so that the Disclosing Party may seek a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained, a Receiving Party will disclose only the portion of the Confidential Information which its counsel advises that is legally required to disclose.

## 2. **ACADEMIC AND RESEARCH PROGRAM**

2.1 Academic and Research Program. UPD and UF desiring to develop academic and research cooperation on mutual interest for the promotion of the advancement and dissemination of learning, agree on the following matters:

- mutual staff visits to participate in academic and research programs;
  - mutual enrollment of students as overseas students in the post-graduate courses offered by the partner institution;
  - joint research in fields of mutual interests;
  - exchange of scientific materials, publications and information; and
  - mutual provision for group instruction/seminar/conference
- 2.1.1 Both institutions acknowledge that the visitors shall be subject to compliance with the entry and visa regulations of the respective countries and with the student admission and staff appointment policies of each university.
- 2.1.2 Both institutions acknowledge that, in the absence of any specific agreement to the contrary, the remuneration, travel, and lodging expenses, and other related costs shall be determined at the discretion of, and be the responsibility of the visitor's home institution.



2.2 Academic Exchange. Both universities may send up to two (2) exchange students to the host institution each year for one semester each, or one (1) student for two semesters, throughout the duration of this agreement, beginning with the Academic Year 2019-2020, unless the number is varied by mutual agreement. Both universities will review the program regularly and will adjust the number of students to be exchanged, as necessary, to maintain a reasonable balance in the exchange. The status of the exchange students admitted by either institution shall be “special research student” or “special auditing student with credits” of the host institution.

- 2.2.1 Each implementing unit will designate a Coordinator to oversee the activities implemented under the Agreement. Coordinators should communicate regularly with each other and with their respective international offices – the International Affairs Division for UF and the Office of International Linkages Diliman-Office of the Vice-Chancellor for Academic Affairs (OILD-OVCAA) for UPD. Coordinators may assign or delegate aspects of the program to other people, such as faculty advisers. Coordinators are responsible for ensuring that these other program participants will perform in accordance with the terms of the Agreement.
- 2.2.2 Exchange students shall retain their degree-seeking status at their home university and shall be cross-enrollees at the host university. Exchange students must return to their home university and finish their degree after their student exchange program at the host university.
- 2.2.3 The exchange program is open to students from both universities who have completed at least one year of undergraduate study and are in good academic standing at their home institution.
- 2.2.4 Exchange students will be selected by the home institution generally on the basis of academic merit, emotional maturity, long-term goals, and preparedness to undertake a period of study abroad and subject to acceptance by the host institution undertaking the normal admission procedures.
- 2.2.5 Exchange students shall possess language skills and other academic abilities at or above a certain level to handle the programs at the host university.
- 2.2.6 Coordinators, together with their respective international offices shall nominate their selected students, taking into account the number of allocated slots available.
- 2.2.7 The host university shall have the right to disapprove cross-enrollment of students who do not meet the host university’s cross-enrollment requirements.
- 2.2.8 The host university shall send a Letter of Acceptance and other necessary materials regarding the selected exchange students.
- 2.2.9 Both universities shall provide information regarding the academic achievement (e.g. official transcript of records) of exchange students at the end of the exchange program. The home university may recognize credits for courses taken by exchange students based on the regulations and procedures of the home university.
- 2.2.10 The host university shall waive examination fees, entrance fees, and tuition fees for exchange students. However, in case of imbalance with the number of students exchanged, the student/s to be sent in excess will be classified as fee-paying exchange students. Other fees and costs, such as international transportation, appropriate travel and medical insurance, room and board expenses, textbooks, clothing and personal expenses, passport and visa costs,





and all other debts incurred during the course of the year shall be borne by the exchange students.

- 2.2.11 Both universities shall offer, as much as possible, training in the language used at the host university to exchange students in light of academic need for such training.
  - 2.2.12 The host university shall provide as much support as possible so that exchange students can find inexpensive, quality housing during their exchange program.
  - 2.2.13 The host university shall provide support to exchange students in relation to acquisition of the proper study visa and various other procedures.
  - 2.2.14 Exchange students shall be given the same privileges of university facility usage as regular degree-seeking students at the host university.
- 2.3 Research Efforts. UPD and UF will perform all obligations under this Agreement, and use reasonable efforts to conduct activities as stated under this Research Program.
- 2.4 UPD Principal Investigator. The conduct of the UPD's activities under the Academic and Research Program will be under the direction of UF.
- 2.5 Principal Investigator. The conduct of UF's activities under the Academic and Research Program will be under the direction of the UPD.
- 2.6 Use of Academic and Research Materials. Any Academic and Research Materials of one party transferred to the other in connection with the Research Program may only be used as stated in the Academic and Research Program unless the parties agree otherwise. Academic and Research Materials are to be considered the 'Confidential Information' of the party providing them.
- 2.7 Reporting. The parties will generally keep one another informed of the results of the work performed in connection with the Academic and Research Program, through their respective Principal Investigators.
- 2.8 Changes to Academic and Research Program. During the course of the Academic and Research Program, either or both of the Principal Investigators may find it advantageous to modify the Research Program. Any modifications will be documented and formalized in a written amendment to this Agreement and any such amendment will become effective only if signed by an authorized representative of both parties to this Agreement.
- 2.9 UPD Purposes; Use of Facilities; No Guarantee of Results; acknowledge that the primary mission of UPD is education and the advancement of knowledge; and consequently, the Research Program will be performed in a manner best suited to carry out that mission. Specifically, UPD's Principal Investigator will determine the manner of performance of UPD's Research Program and UPD does not represent or warrant that the Research Program will be successful in any way or that any specific results will be obtained.
- 2.10 UF Purposes; Use of Facilities; No Guarantee of Results; acknowledge that the primary mission of UF is education and the advancement of knowledge; and consequently, the Research Program will be performed in a manner best suited to carry out that mission. Specifically, UF's Principal Investigator will determine the



manner of performance of UF's Research Program and UF does not represent or warrant that the Research Program will be successful in any way or that any specific results will be obtained.

3. **PUBLICITY**

Neither party will identify the other in any products, publicity, promotion to be disseminated to the public, or use any trademark, service mark, trade name, logo, or symbol that is representative of a party or its entities, whether registered or not, or use the name, title, or statement of the other party's faculty member, employee, or student, without, UPD's and UF prior written consent. Any use of a party's name shall be limited to statements of fact and shall not imply endorsement of products or services.

4. **PUBLICATION**

4.1 The basic objective of research activities at UPD is the generation of new knowledge and its expeditious dissemination for the public's benefit. Collaborator will provide all reasonable cooperation with UPD in meeting this objective.

4.2 As a matter of basic academic policy, UPD retains the right at its discretion to publish freely any results of the Research Program. Principal Investigator agrees to provide UF a copy of any manuscript at the time it is submitted for publication. UF may review the manuscript:

4.2.1 To ascertain whether UF Confidential Information would be disclosed by the publication;

4.2.2 To identify any potentially patentable Research Program Invention so that appropriate steps may be taken to protect such Research Program Invention; and

4.2.3 To confirm that the privacy rights of individuals are adequately protected.

UF will provide comments, if any, within thirty (30) days of receipt of manuscript. UPD shall refrain from making such publication or presentation for a maximum of ninety (90) days from the date of receipt of such objection in order to enable the filing of the appropriate patent applications or for UF to take appropriate measures to protect its confidential information.

UF shall have the right to request that any of its propriety information be deleted from the materials submitted, or that portions thereof be written so as to protect its propriety rights; provided that the Researchers shall have the final authority to determine the scope and content of any publication.

5. **INTELLECTUAL PROPERTY RIGHTS**

5.1 Ownership of Research Program Inventions. Research Program Inventions conceived, discovered and reduced to practice by UPD or its employees, agents or students will be owned by UPD. Research Program Inventions conceived, discovered and reduced to practice by Collaborator, or its employees, or agents, will be owned by UF. Research Program Inventions conceived, discovered and reduced to practice by at



least one employee, agent, researcher or student of each of UPD and UF will be owned by UPD and UF ("Joint Inventions"). Neither party shall make any claim to the other party's Sole Inventions.

5.2 Pre-Existing Rights. Except to the limited extent required to perform a party's obligations under this Agreement, neither party receives any right, title, or interest in or to any Research Materials provided to it by the other party or any technology, works or inventions of the other party that are not Research Program Inventions, or any patent, copyright, trade secret or other propriety rights in any of the foregoing.

5.3 Patent Prosecution and Expenses. Joint filing of patent applications by both UPD and UF in order to protect Joint Inventions shall be done on a case-to-case basis and will be subject to a separate memorandum of agreement.

5.4 Royalty Sharing for Joint Inventions. Any potential royalties arising from the use of Joint Inventions that is incorporated into any product that is sold, licensed, distributed in a commercial nature, shall be shared by both parties, the value of which shall be determined and covered by a separate agreement. Nothing in this provision shall prevent nor prejudice either party from continuing to enforce or enjoy their rights as provided for under other provisions of this agreement.

## 6. TERM AND TERMINATION

6.1 Term. 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 MOA as an Annex.

6.2 Termination. Either party may terminate this Agreement upon sixty (60) days written notice.

## 7. DISPUTE RESOLUTION AND VENUE

Any dispute arising from this agreement should be resolved amicably by the parties.

## 8. GENERAL

8.1 This agreement constitute the entire agreement between the parties relating to the Research Program, and any and all prior or contemporaneous negotiations, representations, agreements and understandings are superseded hereby. No amendment or change to this Agreement may be made except by means of a written document signed by duly authorized representatives of the parties.

8.2 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.

8.3 Severability. If any provision of this Agreement will be found by a court of competent jurisdiction to be void, invalid, or unenforceable, the same will either be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.

8.4 Force Majeure. Neither party will be liable for any failure to perform as required by this Agreement, if the failure to perform is caused by circumstances reasonably beyond such party's control, such as labor disturbances or labor disputes of any kind, accidents, failure of any governmental approval required for full performance, civil disorders or commotions, acts of aggression, acts of God, energy or other conservation measures, explosions, failure of utilities, mechanical breakdowns, material shortages, disease, thefts, or other such occurrences.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

**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  
College of Science