



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

The **ATLAS COLLABORATION** at the European Organisation for Nuclear Research (CERN), Esplanade des Particules 1, 1211 Geneva, Switzerland represented by its Spokesperson **DR. ANDREAS HOECKER**, hereinafter referred to as "ATLAS"

hereinafter each individually referred to as a "Party" and collectively as the "Parties", recognizing the mutual benefits from the establishment of a cooperation, conclude this Memorandum of Understanding (MOU).


1. The purpose of this MOU is to develop scientific and technological research cooperation and promote mutual understanding between the Parties;
2. The Parties agree to develop the following activities in the scientific and technological research areas of mutual interest, on the basis of equality and reciprocity;
 - A. exchange of scientists and technical personnel;
 - B. visits and training of UPD students at CERN and at institutes of ATLAS;
 - C. training opportunities for students and early-career researchers;
 - D. collaborative research projects;
 - E. lectures, seminars and symposia;
 - F. exchange of scientific and technological research information and materials;
 - G. other forms of cooperation.
3. The development and implementation of specific activities based on this MOU will be separately negotiated and agreed by the Parties. This shall be subject of a separate written agreement between the two Parties. These activities will, subject to the Parties' rules, regulations, policies, and procedures, be conducted after discussion and agreement between representatives of the Parties, and 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 is subject to the availability of resources and funds of the Parties concerned.
5. The 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 Parties on intellectual property. Both ATLAS and UPD 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.



6. This MOU may be amended or modified by a written agreement signed by the representatives of the Parties.
7. This MOU is valid for a period of three (3) years from the date of signature by the last Party to sign, which will be communicated to the other Party. If no request is made to terminate or to amend this MOU at least three months before the termination date, it shall be automatically renewed for another period of three (3) years, upon approval of both Parties of appropriate progress of the cooperation during the past three (3) years.
8. This MOU may, at any time during its period of validity, be terminated by either Party, upon prior notice to the other Party in writing, at least six (6) months before the end of its validity. This must be without prejudice to the completion of any ongoing programs.
9. 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. Alternative methods of dispute resolution shall be exhausted before resort to court litigation.
10. 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 Agreement and that its employees, agents, representatives, or any person acting under its authority shall hold said information under strict confidentiality at all times.


THE ATLAS COLLABORATION

By:


 DR. ANDREAS HOECKER
 Spokesperson
 Date: 16/09/2021


UNIVERSITY OF THE PHILIPPINES

By:



 FIDEL R. NEMENZO, D.Sc.
 Chancellor
 Date: 3 September 2021

WITNESSES:


 DR. EMMANUEL TSESMELIS
 CERN, International Relations


 GIOVANNI A. TABANG, Ph.D.
 Dean, College of Science


 WILSON O. GARCIA, Ph.D.
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