



MEMORANDUM OF UNDERSTANDING
BETWEEN



The RESEARCH CENTER FOR NUCLEAR PHYSICS, OSAKA UNIVERSITY, designated as a Joint Usage/Research Center for fundamental physics equipped with large experimental facilities and a supercomputer, with official address at 10-1 Mihogaoka, Ibaraki, Osaka 567-0047, represented herein by its Director, DR. TAKASHI Nakano, hereinafter referred to as "RCNP"

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"

hereinafter jointly referred to as "Parties" or individually as "Party"

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

1. The purpose of this MOU is to develop academic cooperation and promote mutual understanding between the Parties;
2. The Parties 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 staffs;
 - b. Exchange of 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.
3. The development and implementation of specific activities based on this MOU will be separately negotiated and agreed upon by the parties concerned, and shall also be subject to a separate written agreement between the Parties. The Parties 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 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 two parties on intellectual property. The Parties shall seek an equitable and fair understanding as to the ownership and other property interests that may arise.
6. This MOU may be amended or modified by a written agreement signed by the representatives of the Parties.



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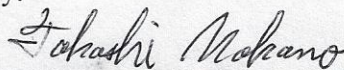
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7. In the event of an unforeseen incident during collaborative activities in either country, the Parties agree to negotiate a mutually acceptable solution. As far as practicable, these solutions shall be incorporated into the specific agreements mentioned in clause 3.
8. This MOU is valid for a period of three (3) years from the date of signature by the representatives of the Parties. This MOU may be renewed after being reviewed and renegotiated by the Parties. Unless there is formal communication between the parties to terminate the MOU, it shall be assumed that there is intent to renew the MOU for the same period.
9. This MOU may, at any time during its period of validity, be terminated by the Party, upon prior notice to the other party in writing, at least six months before the termination date. This must be without prejudice to the completion of any ongoing programs.
10. 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.
11. The Parties 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 MOU and that its employees, agents, representatives, or any person acting under its authority shall hold said information under strict confidentiality at all times.
12. Both parties agree to adhere to and comply with applicable export control laws and regulations. Both parties 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.

RESEARCH CENTER FOR NUCLEAR PHYSICS
OSAKA UNIVERSITY

UNIVERSITY OF THE
PHILIPPINES


By:



NAKANO Takashi, Ph.D.
Director

Date: 2021 7 - 1

By:



FIDEL R. NEMENZO, D.Sc.
Chancellor

Date: Oct. 14, 2021

WITNESSES:



HOSAKA Atsushi, Ph.D.
Professor
Research Center for Nuclear Physics



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

