

**MEMORANDUM OF UNDERSTANDING FOR COLLABORATIVE WORK ON PARTICLE PHYSICS BETWEEN THE INSTITUTE OF PARTICLE AND NUCLEAR STUDIES (IPNS) OF THE HIGH ENERGY ACCELERATOR RESEARCH ORGANIZATION (KEK) AND THE UNIVERSITAT DE VALÈNCIA**

**On one hand:**

Ms. María Vicenta Mestre Escrivá, honourable Rector of the Universitat de València as its representative, addressed in Valencia, Avda. Blasco Ibáñez, 13.

**On the other hand:**

Mr. Katsuo Tokushuku on behalf of The Institute of Particle and Nuclear Studies of the High Energy Accelerator Research Organization, Japan (hereinafter referred to as "IPNS/KEK")), hereinafter collectively referred to as "Parties" and individually "Party,"

CONSIDERING their mutual interests in the experimental and theoretical study of high energy Particle Physics, have hereby agreed as follows:

**CLAUSES**

**FIRST: Scope**

This MoU sets out the general framework for collaboration between the Parties. The Parties will collaborate in promoting academic exchanges and joint research in:

- Experimental and theoretical high energy physics.
- Detectors development

**SECOND: Implementation through Appendix**

The exact scope of each specific collaboration shall be defined in an Appendix to this MoU. Each Appendix shall be subject to the provisions of this MoU and shall be attached to it as integral part, it being understood that in case of contradiction or ambiguity, the provisions of the Appendix shall prevail.

### **THIRD: Funding**

Unless otherwise agreed upon, each Party is responsible for the funding of its activities under this MoU. The conduct of cooperative activities under this MoU is subject to the availability of funding, personnel and other resources.

### **FOURTH: Exchange and Status of Personnel**

4.1 Subject to detailed agreement, each Party will deploy its personnel at the other Party if so required for their collaboration. Such personnel shall during their association with the other Party remain employed by, and receive a salary from, the sending Party, who shall furthermore be responsible for ensuring, whether through itself or directly through its personnel, that there shall at all times during the association be insurance cover against illness (including maternity) and accidents for the employee and the members of his/her family, valid in the country of the receiving Party, and against disability and death resulting from professional or non-professional illness and accidents of the employee. The sending Party shall hold the receiving Party free and harmless from any liability, including as may arise in case of failure of the insurances, to keep any part of the insurance cover defined above in place during all the duration of the association.

4.2 Unless agreed otherwise in writing, the sending Party shall bear the cost of the association of its personnel.

4.3 During the collaboration association the personnel shall be subject to the safety and other regulations in effect at the receiving Party. The receiving Party shall be entitled to refuse access or remove from its site any personnel who fail to comply with applicable rules and regulations or whose presence is otherwise deemed undesirable.

### **FIFTH: Exchange of Equipment**

Unless agreed otherwise in writing agreement, any equipment made available by one Party to the other Party for the purpose of the collaboration shall remain the property of the sending Party and the cost of the transportation, including transportation insurance for the full replacement value, shall be borne by the sending Party. Unless agreed otherwise in writing, the sending Party shall be responsible for compliance with export regulations, including any fiscal issues, and the receiving Party shall be responsible for compliance with import regulations, including any fiscal issues.

## **SIXTH: Representatives**

6.1 Each Party will appoint a representative in order to define and organise the cooperation programmes between the Parties. The representatives will be in charge of drawing up the annual work calendar and deal with unsettled questions. They shall meet alternatively at the two Parties' institutions, unless otherwise agreed.

6.2 Prof. Keisuke Fujii is appointed as the representative of IPNS/KEK, and Prof. Dr. Antonio Pich Zardoya, of the Department of theoretical physics, is appointed as the representative of the Universitat de València.

## **SEVENTH: Confidentiality**

All information held by each Party prior to the commencement of, or outside the scope of the Research Project and provided to the other Party in the course of the Research Project shall remain the property of the providing party, and shall be kept confidential by the receiving Party, and shall not be disclosed to any third party or used for any purpose other than the Research Project without prior written approval from the providing Party.

7.1 Each Party shall treat as confidential any information provided by the other Party and designated as confidential or of which its confidential character should reasonably be understood. Except as agreed otherwise in writing, this confidentiality obligation shall continue for a period of five (5) years from the date of termination of this MoU. The receiving Party shall not use such information for any purpose other than the execution of this MoU and shall not disclose it to any third party without prior written permission of the disclosing Party.

7.2 No confidentiality obligation shall apply to information which the receiving Party demonstrates was in the public domain prior to its communication by the disclosing Party; became part of the public domain after such communication but not through any fault of the receiving Party; was already in possession of the receiving Party at the time of the signature of this MoU; has been lawfully received by the receiving Party independently and outside the scope of this MoU.

## **EIGHTH: Intellectual Property Rights**

8.1 "Research Project" means the project implemented under this MoU.

"Research Result(s)" means any technical result obtained based on the Research Project, including, but not limited to, any invention, idea, design, copyrightable work and know-how.



"Invention(s)" includes any invention, idea, design, works of authorship, software, information or data, know-how and any other proprietary information which may be protected by Intellectual Property Rights.

"Intellectual Property Rights" mean any and all world-wide intellectual property rights, including, but not limited to, patents, utility models, designs, copyrights and know-how, and all rights and interests in and to these proprietary rights.

8.2 Unless otherwise agreed upon between the Parties in writing, Research Results shall become the joint property of the Parties provided that each Party contributes to the Research Results. The Research Results solely contributed by one Party may be singly-owned by that Party, unless otherwise agreed upon.

8.3 Unless otherwise agreed upon between the Parties in writing, the Intellectual Property Rights relating to Research Results shall be jointly applied and owned by the Parties provided that each Party contributes to those Research Results. For this purpose, the Parties shall have interests and shares in the Intellectual Property Rights considering the proportion to their contributions to the Intellectual Property Rights generated from the Research Project, and shall share in the costs and expense of protecting such Intellectual Property Rights considering the same proportion, unless otherwise agreed between the Parties. When deemed appropriate, applications for the Intellectual Property Rights may be filed as singly-owned by one of the Parties. For this purpose, if one Party intend to claim single ownership of Intellectual Property Rights, it shall notify the other Party, in writing, without delay.

8.4 Each Party hereto shall not exploit the jointly-owned Research Results for any purpose other than the Research Project, disclose the Research Results to any third party or assign or grant a license to a third party for Intellectual Property Rights or applications thereof without the prior written consent of the other Party, and this consent shall not unreasonably be withheld.

8.5 Each Party may grant the jointly-owned Research Results or Intellectual Property Rights free of charge to a third party for the limited purpose of research and development within the purpose of the Research Project with the prior written consent between the Parties. In such case, that Party shall conclude an agreement with the third party including the provision of confidentiality.

8.6 Each Party may use the jointly-owned Research Results or Intellectual Property Rights for the purpose of other research projects outside the scope of the Research Project with the prior consent between the Parties.

8.7 The Parties may use the Research Results and the Intellectual Property Rights generated from the Research Project free of charge in their educational and research activities.

8.8 The application and use of any information exchanged between the Parties under the Research Project shall be the responsibility of the Party receiving it, and the providing Party does not warrant the accuracy, completeness or suitability of such information for any particular use.

8.9 All application, protection and execution of the Intellectual Property Right relating to this Research Project shall be carried out in compliance with all applicable laws, regulations and guidelines of the each country and institution.

8.10 Further details of the treatment of the Intellectual Property Rights shall be determined, as necessary, for specific cases.

The Intellectual Property rights of the research from this MOU should be treated in mutual agreement for each research project. If necessary, agreements for intellectual properties should be specified in written contractual agreements for each project.

#### **NINTH: Publications**

9.1 The Parties agree that all information developed during the Research Project, which have value for scientific, industrial or other social use, may in principle be made available to the public by either Party.

9.2 If the publication of information foreseen in paragraph 9.7, would jeopardize the chance of either Party to obtain the Intellectual Property Rights, the Parties shall negotiate with each other in good faith whether it should be published or not.

9.3 All publications shall acknowledge the collaboration between the Parties, including, if so requested by a Party, the persons having taken part in the development of the results which form the object of the publication.

#### **TENTH: Liability**

10.1 Except in case of malicious behaviour by the other Party or as may result from the application of Article 4 and 8 of this MoU, each Party shall bear its own loss and damage in connection with this MoU. It is understood however that except as may result from the application of Article 4 and 8 of this MoU, no Party shall be liable to the other Party for any indirect or consequential loss or damage.

10.2 Notwithstanding anything stated in Article 10.1 of this MoU, each Party shall be exclusively liable for loss or damage caused by it to third parties in connection with this MoU.

#### **ELEVENTH: Disputes - Arbitration**

11.1 All disputes which cannot be settled amicably between the Parties will be solved by a Joint Committee for Supervision and Control composed by the representatives defined in Article 6. They shall be in charge of the resolution of problems that may arise regarding its interpretation and enforcement, with the assistance of one or more independent experts if necessary.

11.2 Any dispute that cannot be resolved between the parties in accordance with the clause 11.1 will be finally settled under the rules of conciliation and arbitration of the International Centre for Dispute Resolution by one or more arbitrators appointed in accordance with the said rules.

#### **TWELFT: Entry into Force and Duration**

12.1 This MoU shall enter into force on the date of its signature by the Parties and will be valid for a period of four (4) years. Modification or renewal of the MoU may be discussed by request from the Parties or one Party, and becomes effective upon the Parties' agreement.

12.2 This MoU may, at any time during its period of validity, be terminated by one Party upon prior written notice to the other not later than six (6) months before the date of the rescission.

12.3 The provisions in Articles 7, 8, 9, 10, and 11 shall remain in force after the expiration or termination of this MoU.

#### **THIRTEENTH: Transparency Clause**

13.1 Complying with Law 2/2015, of 2 April, of the Generalitat (Valencian Government) regarding Transparency, Good Governance and Citizen Participation in the Comunitat Valenciana (hereinafter LTCV), the Universitat de València shall proceed to publish the following information on its transparency portal: the present agreement and its full text, any subsidy and/or funding linked to this agreement, indicating the amount, objective, purpose and the beneficiaries (individuals or entities).



The agreement has been signed in english and valencian, two copies for each language, all of them being identical and equally valid.

For the Institute of Particle and Nuclear Studies of the High Energy  
Accelerator Research Organization (IPNS/KEK)

---

Dr. Katsuo Tokushuku

Director

Date and place: 2018 7. 2

For the Universitat de València

---

Prof. Dra. María Vicenta Mestre Escrivá

Date and place:

19 JUN. 2018

