

**AGREEMENT ON ACADEMIC COOPERATION BETWEEN
GRADUATE SCHOOL OF SCIENCE, TOHOKU UNIVERISTY (JAPAN)
ANO THE UNIVERSITAT DE VALENCIA (SPAIN)**

On one hand:

María Vicenta Mestre Escrivá, honourable Principal of the Universitat de Valencia, Estudi General, with registered office in Valencia, 13, Avda. Blasco Ibáñez (CP 46010) and with CIF: Q-4618001-D, acting on behalf of and representing it, legitimized for this act by virtue of article 94 of the Statutes of the Universitat de Valencia, approved by Decree 128/2004, of July 30, of the Consell (DOGV 2004/8213), modified by Decree 45/2013, of March 28, of the Consell (DOGV 2013/6994) and empowered as of its appointment by Decree 41/2018, of April 6, of the Consell (DOGV 2018/8270).

On the other hand:

Dr. Masahiro Terada, Dean of the Graduate School of Science, Tohoku University, with address at 6-3 Aza-Aoba Aramaki, Aoba-ku, Sendai 980-8578, Japan (hereinafter referred to as "GSS Tohoku"), appointed by President based on proposal by the Conference of Professors of the Graduate School of Science and authorized to preside over the duties of the Graduate School of Science, according to article 3 of the Organizational Management Regulations of Tohoku University Graduate School of Science and Faculty of Science.

Hereinafter collectively referred to as "Parties" and individually as a "Party"

PREAMBLE

The Universitat de Valencia, through its Instituto de Física Corpuscular (IFIC) and GSS Tohoku have common educational, scientific and technological goals which

thus provide a good foundation upon which to build a mutually beneficial scientific collaboration.

Therefore the Parties hereby conclude this Cooperation Agreement on the basis of the following clauses.

FIRST

Objective and Scope

[1] The objective of this Memorandum of Understanding is to establish the legal framework for cooperation between GSS Tohoku and IFIC.

[2] The Parties shall cooperate in one or more of the following areas of activity:

- Experimental particle physics
- Theoretical particle physics
- Accelerator technology
- Detector technology for particle physics

SECOND

Forms of Cooperation

The cooperation will be specified in detail in a specific Agreement on:

- Exchange of knowledge and know-how,
- Exchange of personnel including students and researchers
- Promotion of joint research and educational activities
- Exchange of information and pertinent publication in fields of interest to both universities

THIRD
Specific Agreements

The exact scope of cooperation will be defined in the specific agreements. Each agreement shall include the objective of the cooperation, the contributions of the Parties in terms of staff (time and duration of delegations), funding and materials, timing and, where appropriate, project structure (project management). Each specific Agreement shall be subject to the provisions of this Agreement and shall be attached as an integral part, it being understood that in case of contradiction or ambiguity, the provisions of the specific Agreement shall prevail.

FOURTH
Representatives

Each institution will appoint a representative for the specific cooperation in order to define and organise the cooperation programmes between both institutions.

As a representative of the Graduate School of Science, Tohoku University, Prof. Atsuko Ichikawa of the Department of Physics', and as a representative of the Universitat de Valencia, Prof. Antonio Pich Zardoya of the Department of Theoretical Physics are appointed.

This may include the drawing up of an annual work calendar and dealing with unsettled questions. They shall meet alternatively at both institutions unless otherwise stated.

FIFTH
Guidelines

The Parties agree to cooperate and communicate in the most effective way in order to carry out the activities of the collaboration. In their cooperation the Parties will share information and technology in a way that respects and preserves intellectual property rights according to the following articles.

SIXTH

Confidentiality

[1] The parties agree that the open exchange of information shall honour the following principles:

The Parties shall treat any information, which is appropriately designated as such, unless otherwise agreed in writing, for the duration of this agreement and for a period of five (5) years thereafter, as being strictly confidential. The Parties shall take all appropriate steps to safeguard the confidential information. Accordingly, the receiving Party shall not use any such information for any purpose other than in accordance with the terms of the agreement and the receiving Party shall not disclose any such confidential information to any third party, and such information shall neither be reproduced nor duplicated in any form.

(2) The aforementioned shall not apply to information for which the receiving Party can prove that it had a public nature prior to its communication by the disclosing Party or fell within the public domain after such communication but through no fault of its own; was already in its possession at the time of signature of this Agreement; is received from a third party without any obligation to keep it confidential; is developed by the receiving Party independently outside the scope of this Agreement.

SEVENTH

Exchange of Knowledge

(1) Information disclosed under this Agreement by one Party to the other Party shall not create any proprietary right in respect of such information for the receiving Party.

(2) Subject to such restrictions as may apply, each Party shall make available to the other Party, free of charge, in writing or in any other appropriate form, its

relevant knowledge, whether protected or not, for the exclusive purpose of its use, by the other Party only, in joint activities under this Agreement.

(3) Knowledge generated in the performance of joint activities under this Agreement can be used by both Parties for internal research and educational purposes on a royalty-free basis unless otherwise agreed.

(4) The Parties agree not to make knowledge of the other Party available to third Parties without the other Party's prior written consent. It is understood that such consent shall be subject to the explicit acknowledgment of GSS Tohoku and IFIC intellectual property rights in the knowledge or any work based thereon, such acknowledgment to figure in all documents communicated to third Parties.

(5) The providing Party provides no warranty, including but not limited to those of fitness for purpose and non-infringement of intellectual property rights held by third Parties, in respect of intellectual property made available by it to the other Party under this Agreement, and the receiving Party shall hold the providing Party free and harmless from any liability arising from its use (including, if permitted, any sub-licensing) of such intellectual property.

EIGHTH Property Rights

(1) Intellectual property is knowledge protected under intellectual property law by patent rights, copyrights and similar rights. Intellectual property includes but is not limited to inventions, technical data and software as well as applications for protection thereof.

(2) Title in intellectual property developed solely by a Party in the performance of joint activities under this Agreement shall be vested in that Party, who shall grant a free, non-exclusive license to such intellectual property to the other Party, for the exclusive purpose of its use, by the other Party only, under this Agreement.

The right to use the intellectual property for third-party research is subject to the prior written consent of the providing Party.

(3) Should activities within the scope of this Agreement lead to the creation of joint intellectual property, the Parties will decide in advance in collaborative contracts or appropriate written arrangements for the protection and allocation as to the ownership and disposition of those rights. In any event, they shall grant to each other a free, non-exclusive license to such intellectual property for the exclusive purpose of its use, by the receiving Party only, under this Agreement, as well as for the latter's internal research purposes.

(4) Each Party shall retain all rights to its existing intellectual property and to any developments of such intellectual property, where such developments are made outside the scope of this Agreement or are within the scope of this Agreement, but are made solely by that Party to its own pre-existing intellectual property without any input, guidance or recommendation from the other Party.

NINTH Publications

(1) In accordance with the principle of providing open access to information, the Parties strive to jointly publish the results of the cooperation

(2) In so far as the Parties do not publish the work results together, publications by one Party involving results developed by the other Party shall be subject to the latter's prior written consent. Such consent shall not unreasonably be withheld.

(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

Exchange of Personnel

(1) Subject to detailed agreement, each Party shall make its personnel available to the other Party if so required for collaboration. Such personnel shall during their association with the other Party remain employed by their home University. The sending Party shall be exclusively responsible for health, accident insurance and general liability insurance for such personnel. The sending Party shall hold the receiving Party free and harmless from any liability in this respect, including as may arise in case of failure to keep any part of the insurance cover defined above in place during the association.

(2) The receiving Party provides assistance in finding adequate housing for the delegates.

(3) The cost of each delegation shall be borne by the delegating Party, unless specifically agreed otherwise.

(4) During their 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 regulations or whose presence is otherwise deemed undesirable.

ELEVENTH

Exchange of Equipment

Equipment sent by one Party to the other Party for the purpose of the cooperation shall remain the property of the sending Party unless otherwise agreed. Cost of transportation shall, unless otherwise agreed, be borne by the receiving Party. The receiving Party shall act as importer and be responsible for all formalities, including customs, import excise tax etc. More details will be agreed upon in appendices.

TWELFTH

Export

The Parties shall comply with all applicable export control laws and regulations, and they shall follow all necessary procedures required by these laws and regulations, particularly applying for required export approvals. Completion and execution of the Agreement are subject to export control legal admissibility.

THIRTEENTH

Liability

(1) Except in case of gross negligence or willful misconduct or as may result from the application of Article 6, Article 7 or Article 8 of this Agreement, each Party shall bear its own loss and damage in connection with this Agreement. It is understood however that except as may result from the application of Articles 6, 7 or 8 of this Agreement, no Party shall be liable to the other Party for any indirect or consequential loss or damage.

(2) Notwithstanding anything stated in this Article, each Party shall hold the other Party free and harmless from any liability for loss or damage caused by the former Party to third parties.

FOURTEENTH

Disputes

A Joint Commission for Supervision and Control composed of three experts for each Party appointed by the representatives mentioned in Article 4 will be responsible for resolving disputes that the Parties cannot resolve amicably. This commission will be responsible for the resolution of problems that may arise in relation to the interpretation and application of the agreement, with the help of one or more independent experts, if necessary

The Parties shall make every effort to resolve in a friendly manner the differences and difficulties that may arise during cooperation.

FIFTEENTH

Changes

Changes to this agreement and all modifications and annexes to this agreement must be agreed in writing and signed by the Parties. This will also apply to modifications of what is expressed in written form.

SIXTEENTH

Duration

(1) This agreement will enter into force upon signature by the Parties. Its initial duration will be four (4) years. The agreement will be reviewed not less than six months prior to the natural termination of the current agreement and may be extended or renewed in mutual accordance. At any time, the terms of this Agreement may be amended by mutual agreement in a written notice.

(2) The Agreement may, at any time during its term, be terminated by a Party with prior written notice to the other Party within a maximum period of six (6) months prior to the date of termination.

(3) Articles 6, 7 and 8 of this Agreement will survive its termination.

SEVENTEENTH

Data Protection Clause

Both parties undertake to comply with Regulation (EU), 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the protection of free circulation of this data; as well as in Organic Law 3/2018, of 5 December, on the Protection of Personal Data and the guarantee of digital rights. To this end, the signatory entities of the Agreement will be considered responsible for the respective data processing activities collected from the participants in the activities formed in the cooperation programs that are the object of this agreement.

The information relating to the parties will be processed for the sole purpose of executing this agreement. The parties also guarantee compliance with the duty to provide information on participants in interuniversity cooperation programs in the fields of education and research in the three cycles of higher education, enabling the exercise of the rights of: access, rectification, cancellation / deletion, opposition, limitation and portability, to the corresponding party through written communication to the registered office listed in the heading of this document, or by e-mail (lopd@uv.es/ sci-syom@grp.tohoku.ac.jp) providing a photocopy of your DNI or equivalent document and identifying the right requested.

Likewise, the Universitat de Valencia has enabled the address lopd@uv.es for any information, suggestion, request for the exercise of rights and amicable resolution of disputes regarding the protection of personal data, without prejudice to the right to file a complaint with the competent supervisory authority

EIGHTEENTH Transparency Clause

In compliance with Law 2/2015, of 2 April, of the Generalitat, of Transparency, Good Governance and Citizen Participation of the Valencian Community (hereinafter LTCV), the Universitat de Valencia will proceed to publish on its portal of transparency the following information: this agreement, as well as its full text, the subsidy and / or aid linked to this agreement, if any, with an indication of its amount, objective or purpose, and the persons or entities beneficiaries.

The Universitat de Valencia acknowledges that GSS Tohoku is subject to the information disclosure requirements of Japanese Act on Access to Information Held by Incorporated Administrative Agencies, etc. (as may be amended from time to time), and agrees to provide reasonable assistance and cooperation as needed to enable GSS Tohoku to comply with any disclosure requirements that may arise.

Signed in four (4) original copies, two (2) in Valencian and two (2) in English. In case of discrepancies between two versions, the English version will prevail.

Graduate School of Science
Tohoku University

Universitat de Valencia,



Date:.. 7-...../ .2'P. (

Prof. Dr. Masahiro Terada

Dean

Date:

Dra. María Vicenta Mestre Escrivá

Rector

21 JUL. 2021