

【SAMPLE】

Memorandum of Understanding

for

[“Project Name (MNPP-xx)”]

under the Framework of Multi-national Partnership

Laboratory

between

[Institute A]

[Country],

(I-xxx)

and

High Energy Accelerator Research Organization

Japan

(KEK)

2016

Preamble

High Energy Accelerator Research Organization (hereinafter referred to as “KEK”) and Institute A (hereinafter referred to as “I-xxx”), independently as “Party” or collectively as “Parties,”

RECOGNIZING that international cooperation is essential for the development of accelerator science,

UNDERSTANDING the purpose of the Multi-national Partnership Laboratory Framework, which is to develop a framework of multi-national cooperation based on the utilization of state-of-the-art research facilities at KEK, and to support cooperative research between domestic / foreign research institutes and KEK as a host institute,

EXPECTING that promoting the cooperative research contributes to the enrichment and the advancement of the research achievements,

HEREWITH AGREE as follows:

Article 1

Purpose of this Memorandum of Understanding

- 1.1 This MoU provides necessary terms and conditions concerning the collaborative research project between KEK and I-xxx specified in Article 2.

Article 2

Research Project

- 2.1 The scope, governance and other necessary items of the collaborative research project subject to this MoU (hereinafter referred to as “MNPP-xx”) will be defined in ANNEX-1, which may be updated as necessary with the unanimous written agreement of the Project Manager and the Contact Persons of the MNPP-xx, the latter having contacted their authorized representatives to this effect as soon a proposal for an upgrade has been established.
- 2.2 Responsibility and deliverables of I-xxx in MNPP-xx will be defined in ANNEX-2.
- 2.3 KEK shall inform I-xxx each time a new participant which is not included in ANNEX-1 has joined MNPP-xx.
- 2.4 KEK will designate the following personnel to manage and coordinate MNPP-xx (hereinafter referred to as “Project Manager”).
[Name], [Title and Affiliation]

Article 3

Contact Persons

- 3.1 The Parties will designate the following personnel to represent the respective group of researchers who participate in the MNPP-xx (hereinafter referred to as “Contact Person”). The Contact Persons shall together monitor and follow up on the collaboration.

[I-xxx]: [Name], [Title and Affiliation]

KEK: [Name], [Title and Affiliation]

3.2 Each Party may replace the Contact Person, in case of his/her transfer, by notifying the other Party in writing, without amending the MoU.

Article 4

Facility Usage and Administrative Support for Research Activities

4.1 I-xxx can use the facilities and equipment of KEK necessary for the implementation of MNPP-xx. In this case, it shall comply with the KEK safety regulations and any other relevant KEK rules.

4.2 KEK will provide goods and services, which KEK deems necessary and feasible, for implementation of MNPP-xx to I-xxx, such as office space, utilities and administrative support.

Article 5

Funding

5.1 Common Fund

5.1.1 When the group consisting of I-xxx, KEK and other participating institutes of MNPP-xx (hereinafter referred to as “Project Group”) deems necessary to share common expenses of MNPP-xx among the Project Group, I-xxx shall bear its share of the common expenses.

5.1.2 The Project Group will decide the implementing measures of estimation, allotment and execution of the fund set out in 5.1.1.

5.1.3 The Project Group may request KEK to create a dedicated budget code to manage the fund (hereinafter referred to as “Common Fund”).

5.1.4 I-xxx will pay the administrative fees to KEK, which is five percent (5%) of the allotted amount for the management of the Common Fund.

5.2 Group Research Fund

For the implementation of the cooperative research, I-xxx may request KEK to manage and execute the necessary fund of I-xxx at KEK (Group Research Fund). If

so requested, KEK will create a dedicated budget code to manage the fund. In this case, the administrative fees will be five percent (5%) of the total amount of the fund.

5.3 Management and execution of Article 5.1 and 5.2 shall be conducted in accordance with KEK financial rules and regulations.

Article 6

Participating Personnel of the Project

6.1 Each Party shall be responsible for selecting the experts having the necessary qualifications to participate in the MNPP-xx.

6.2 I-xxx may deploy its personnel (hereinafter referred to as “Personnel”) and/or experts who have different home institutes other than I-xxx (hereinafter referred to as “Experts”) at KEK in so far as required for the MNPP-xx.

6.3 When I-xxx sends their Personnel and/or Experts participating in MNPP-xx to KEK (hereinafter referred to as “Visiting Personnel/Experts”), I-xxx shall bear travel and living expenses of the Visiting Personnel/Experts according to its rules, unless otherwise agreed to in writing or in any other formalities. KEK shall offer assistance for necessary entry applications and travel arrangements for the Visiting Personnel/Experts.

6.4 I-xxx shall be responsible for salaries, medical/liability insurances and allowances of the Personnel during their association with KEK. Responsibility for the Experts lies with their home institute, or that failing, with themselves. I-xxx shall inform the Experts and/or their home institute of such liability.

6.5 KEK may grant the status of “Joint Research Visiting Scientist” to the Visiting Personnel/Experts during their association with KEK. I-xxx and the Visiting Personnel shall comply with Japanese laws and applicable rules and regulations of KEK, including, in respect of their use of its computing facilities, KEK’s Information Security Policy.

- 6.6 The Visiting Personnel/Experts or I-xxx/their home institutes to which they belong shall be liable for any damages to KEK's equipment/facilities when the damages are incurred from intentional misconduct or gross negligence of the Visiting Personnel.
- 6.7 Concerning the radiation protection, the Personnel/Experts have to furnish a certificate proving that they received a specific training and a follow-up by the occupational medicine. KEK shall provide a compulsory annual training and a system of access badges and dosimeters for the relevant experimental areas within its accelerator facilities. It shall provide dosimetry reports to I-xxx.

Article 7

Exchange and Ownership of Equipment

- 7.1 Unless agreed otherwise, any equipment provided by I-xxx to KEK for the purpose of the implementation of MNPP-xx shall remain the property of I-xxx, and the cost of the transportation, including transportation and liability insurance, shall be borne by I-xxx. Unless agreed otherwise, I-xxx shall be responsible for equipment installation expenses at KEK. I-xxx shall also be responsible for compliance with all import and export regulations, including any fiscal issues. KEK shall provide assistance for the importation into Japan of any equipment provided by I-xxx.
- 7.2 The Parties shall consult with each other on their possible return to I-xxx of equipment provided by I-xxx or their possible disposal at KEK upon completion of their use for the MNPP-xx or completion of the project, whichever is earlier. Except if the Parties agree otherwise, I-xxx shall pay for their return to I-xxx and KEK shall pay for their disposal at KEK, in which case ownership shall transfer to KEK.
- 7.3 KEK shall hold I-xxx free and harmless from liability related to the use, if any, of such equipment by itself and by other scientific research institutes participating in the MNPP-xx.

Article 8

Confidentiality and personal information

- 8.1 All information held by one Party prior to the commencement of or outside the scope

of the MNPP-xx, and provided to the other Party in the course of MNPP-xx, shall remain the property of the providing Party, shall be kept confidential by the receiving Party, and shall not be disclosed to any third party or used for any purpose other than MNPP-xx without prior written consent from the providing Party.

8.2 Each Party shall protect the privacy of personal information provided to it by the other Party in accordance with applicable rules and regulations.

Article 9 Intellectual Property Rights

9.1 The intellectual property developed by a Party in the execution of this MoU shall be vested in that Party. If it is developed jointly by the Parties, the intellectual property shall be vested in the Parties. The Parties shall grant the other participating institutes in MNPP-xx a free and non-exclusive license of such intellectual property within the scope of the MNPP-xx, according to prior written agreement between the Parties.

9.2 The providing Party/Parties shall have no liability to any other parties in respect to such intellectual property. Any parties using such intellectual property shall bear any cost and expenses resulting from such use.

Article 10 Publications

The Parties shall adhere to their own publication rules. All publications shall acknowledge that the research has been performed in the MNPP-xx under the Framework of Multi-national Partnership Laboratory at KEK.

Article 11 Relation with Existing Agreement

Should any agreement concluded previously between the Parties exist, this MoU may be attached to it as an integral part. However, it is understood that in case of contradiction or ambiguity, the provisions of this MoU shall prevail.

Article 12

Liability

Except as expressly provided in Article 6-4 or elsewhere, or except in case of gross negligence or intentional misconduct by a Party or participating personnel, the Parties shall have no liability for any damages and loss in connection with this MoU.

Article 13 Disputes

13.1 Any disputes, controversies or differences arising out of, in relation to or in connection with this MoU shall be settled amicably, if necessary, with assistance of one or more independent arbitrators.

13.2 All disputes, controversies or differences which cannot be settled between the Parties in accordance with the Article 13.1 shall be finally settled through arbitration by the International Chamber of Commerce.

Article 14 Entry into Effect and Duration

14.1 This MoU shall enter into effect upon the earliest date of signatures on which it is signed by the first of the Parties which participate in the MNPP-xx, and it shall remain in effect for three (3) / five (5) years.

14.2 This MoU may be terminated at any time at the discretion of one Party upon prior written notice to the other Party no later than three (3) months. In this case, the Common Fund stipulated in Article 5.1 shall not be returned. In case there is any balance remaining in Group Research Fund stipulated in Article 5.2, it may be returned in accordance with an officially issued invoice by I-xxx. In either case, the administrative fees are nonrefundable. Notwithstanding the foregoing, except as the Parties agree otherwise, the equipment installed at KEK subject to Article 7 shall remain until the end of MNPP-xx, and the provisions of this MoU shall apply in full thereto.

14.3 This MoU, including Annexes, may be modified by the written agreement between the Parties.

14.4 Article 7, Article 8 and Article 9 shall survive its expiration or termination of this MoU.

Thus drawn up in two copies exclusively in the English Language.

Done in _____

Done in _____

on _____

on _____

For [institute A] (I-xxx)

For High Energy Accelerator
Research Organization (KEK)

[Country]

Japan

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Prof. ○○○○
Director

Dr. Masanori Yamauchi
Director General

Annex- 1 [Overview of MNPP-xx]

1. Scope of MNPP-xx

- Outline including the project objectives
- Organizational structure
- Facilities in KEK necessary for implementing the project
- Task assignment for each participating institute including necessary expenses
- Annual project plan
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2. Governance of the project

- 2.1 Decision-making
- 2.2 Management of progress and achievements
- 2.3 Operation and management of the common fund
- 2.4

3. List of participating institutes

4. (Others: e.g. sub-unit, goal for technical achievement, report, meeting, etc.)

<History of Amendments in Annex 1>

Date of amendment (date/month/year)	File Name	Person who amended and contents	Date of approval by a Project Manager

Annex-2 [Contribution of I-xxx in MNPP-xx]

1. Research allocation of I-xxx

2. Cost allocation of I-xxx

3. Participants list of I-xxx

Prior to the commencement of the MNPP-01 Project, each Contact Person shall send Project Manager their participant list in the MNPP-01 Project. Contact Persons shall inform each time a new participant has joined in the MNPP-01 Project.

	Name	Department and Position
1		
2		
3		
4		

<History of Amendments in Annex 2>

Date of amendment (date/month/year)	Version No.	Amended Part	Date of approval by Project Manager