

## AGREEMENT OF ACADEMIC COLLABORATION

This AGREEMENT OF ACADEMIC COLLABORATION ("Agreement") serves as an agreement between:

University of Coimbra, having its address at Rua Larga Edificio Faculdade de Medicina (R/Ch. Esq.) 3004-504 Coimbra, Portugal (hereinafter referred to as "UC")

**AND**

Instituto Politécnico de Tomar, having its address at Quinta do Contador, Estrada da Serra 2300-313 Tomar, Portugal (hereinafter referred to as "IPT")

**AND**

Instituto Terra e Memória, having its address at Largo dos Combatentes da Grande Guerra, 6120-750 Mação, Portugal (hereinafter referred to as "ITM")

**AND**

University of Trás-os-Montes and Alto Douro, having its address at Quinta de Prados, 5000-801 Vila Real, Portugal (hereinafter referred to as "UTAD")

**AND**

Kobe University, having its address at 1-1, Rokkodai-cho, Nada-ku, Kobe, 657-8501, Japan (hereinafter referred to as "KU")

which are hereinafter called the "Parties" collectively, or a "Party" individually.

### **Article 1: Purpose and Collaborative Programs and Activities**

The Parties, in furtherance of their mutual interests in education and research (including but not limited for disaster resilience), and as a contribution to increased international co-operation between them, hereby agree to implement, within the framework of the laws, regulations and guidelines which apply to each of the institutions and subject to the availability of resources, the following programs and activities:

- a) Joint research activities;
- b) Exchange of faculties, researchers and staff;
- c) Exchange of students at the graduate and/or undergraduate level;
- d) Exchange of research results, academic publications and other academic information; and
- e) Other academic exchange upon which all Parties agree.

All collaborative programs and activities shall be limited to peaceful purposes.

The implementation of joint research activities or other specific programs based upon this Agreement shall be negotiated and agreed upon by the Parties under a separate written agreement prior to the initiation of such programs. The Parties shall acknowledge that nothing contained in this Agreement shall give any effect on existing and/or ongoing collaborations, projects or agreements between the Parties.

### **Article 2: Confidentiality**

All information and/or research materials held by one Party prior to the commencement of or outside the scope of any specific program or activity under this Agreement and

provided to the other Party in the course of such specific program or activity shall remain the property of the providing Party, shall be kept confidential by the receiving Party, and shall not be used for any purpose other than the specific program or activity hereunder without prior written approval from the providing Party.

#### **Article 3: Intellectual Property Rights**

All intellectual property solely conceived and/or developed by a Party independently of the other Party/ies during the course of this Agreement shall be solely owned by the Party. Intellectual property jointly conceived and/or developed by the Parties shall be jointly owned by the Parties.

Each Party may use the jointly-owned intellectual property for research and scholarly purposes. The Parties agree to collaborate in the protection and treatment of such jointly-owned intellectual property, if appropriate, and application of such jointly-owned intellectual property for commercial or other purposes. The terms for such collaboration for protection and treatment of the jointly-owned intellectual property shall be negotiated in good faith between the Parties in a separate co-ownership agreement before any industrial and/or commercial exploitation. The Parties shall acknowledge that provision of such co-ownership agreement shall supersede that of this Article.

#### **Article 4: Publication**

The Parties shall jointly publish the result of their joint activities. In the event of sole publication by a Party, the prior written consent of the other Parties shall be obtained; provided that such consent shall not unreasonably be withheld. In such a case, the contribution of the other Parties shall be acknowledged in accordance with internationally accepted practice.

#### **Article 5: Dispute Resolution**

Any issues that are not addressed or stipulated in this Agreement shall be agreed and resolved through negotiation in good faith among the Parties. The Parties further agree that any dispute between the Parties will be settled as amicably as possible.

#### **Article 6: Amendment**

Any agreement to change the terms of this Agreement in any way shall be valid only if the change is made and approved by mutual Agreement in writing executed by authorized representatives of the Parties hereto.

#### **Article 7: Duration of the Agreement**

This Agreement shall be effective from the date of the last signature of the Parties for five (5) years, on the understanding that subject to review and mutual written agreement it may be renewed. However, this Agreement may be terminated by a Party by giving six (6) months' prior written notice to the other Parties.

If this Agreement is terminated for any reason, the Parties shall make all reasonable efforts to complete or put in place adequate arrangements to complete each Party's commitments to the various on-going specific programs or activities.

The provisions in Articles 2, 3 and 4 shall remain in force for three (3) years after the expiration or termination of this Agreement. The provision in Article 5 shall remain in force indefinitely.

#### **Article 8: Compliance with Laws, Regulations and Conventions**

All research activities conducted in connection with this Agreement shall be done in compliance with all applicable laws, regulations and guidelines of the countries or regions and institutions in which the research is conducted, and international conventions and protocols ratified by the country or region to which each Party belongs.

Five (5) identical copies of this document shall be signed by authorized representatives, and each Party shall retain one (1) copy.

For UC:

\_\_\_\_\_  
Professor Amílcar Falcão  
Rector, University of Coimbra

Date: \_\_\_\_\_

For IPT:

\_\_\_\_\_  
Professor João Paulo Pereira de Freitas Coroado  
President, Instituto Politécnico de Tomar

Date: \_\_\_\_\_

For ITM:

\_\_\_\_\_  
Professor Luiz Miguel Oosterbeek  
President, Instituto Terra e Memória

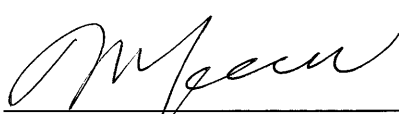
Date: \_\_\_\_\_

For UTAD:

\_\_\_\_\_  
Professor Emídio Ferreira dos Santos Gomes  
Rector, University of Trás-os-Montes and Alto Douro

Date: \_\_\_\_\_

For KU:

  
\_\_\_\_\_  
Professor FUJISAWA Masato  
President, Kobe University

Date: Nov. 26. 2021