

**Memorandum of Cooperation
in the fields of Scientific and Technological Research**

between

**the Ministry of Education, Culture, Sports, Science and
Technology of Japan**

and

**the Ministry of University and Research
of the Italian Republic**

The Ministry of Education, Culture, Sports, Science and Technology (MEXT) of Japan and the Ministry of University and Research of the Italian Republic, hereinafter referred to respectively as “Participant” and collectively as “Participants”,

Considering the Japanese and Italian Prime Ministers’ recent decision to elevate the level of the bilateral relations to a “strategic partnership” and indication to foster industrial and scientific collaboration;

Recognizing the importance of scientific and technological research for the economic and social development of our societies and the world;

Considering the Agreement between the Government of Japan and the Government of Italy on Cooperation in Science and Technology, signed in Tokyo in 1988;

Taking into account the well-established relations between Japan and Italy which have led to high-level scientific and technological collaborations and enabled the two countries to carry out crucial joint initiatives, such as the joint projects launched by the Japanese and Italian space agencies, the strong collaboration between Japanese and Italian research infrastructures and institutions, the common interest in the field of gravitational wave, specifically in the context of the Einstein Telescope and KAGRA projects and the participation of the Italian Ministry of University and Research in the Japanese Advanced International Collaborative Research Program Joint call 2022 (SICORP);

Considering the excellent relations which have allowed the Japan Society for the Promotion of Science and the Italian Ministry of University and Research to carry out/launch a postdoctoral fellowship program for research in Japan in the humanities, social sciences and natural sciences;

Reaffirming the importance of disaster risk reduction, which has necessitated further strengthened cooperation in both countries to contribute to the realization of a sustainable and resilient society;

Guided by the willingness to strengthen the long-standing collaboration between our countries and our academic and scientific communities in the field of scientific and technological research;

Convinced of the importance to promote and encourage scientific and technological collaborations between Universities, research institutions and scholars of the two countries in sectors and topics of mutual interest and priority also with a view to strengthening the resilience of our economies and the sustainability of our societies in the next decades;

DECIDE as follows:

Paragraph 1 - Objective

The objective of this Memorandum of Cooperation (hereinafter referred to as “MOC”) is to define the bases and methods of cooperation between the Participants in the field of scientific and technological research inspired by the principles of equality, reciprocity and mutual benefit.

Paragraph 2 - Modalities of cooperation

In accordance with their respective national laws and regulations, the Participants will cooperate by the following modalities:

- a) Exchange of information and best practices;
- b) Exchange of students, scholars, scientists and researchers;
- c) Promoting funding for bilateral joint research projects in sectors and topics of common interest;
- d) Joint seminars, congresses, symposia and conferences consistent with the objectives of the ongoing cooperation program; and
- e) Any other modality of cooperation to be decided upon by the Participants.

Paragraph 3 - Point of Contact

Each Participant will designate a Point of Contact (POC). The POC will serve as the principal coordinator of information and activities between the Participants.

Paragraph 4 - Funding

Each Participant will bear its own costs arising from the implementation of this MOC. In any case, all the activities set forth in this MOC will be implemented by the Participants according to their ordinary budget availability without any additional cost for the State budgets of Japan and the Italian Republic. Each Participant will fully bear the costs of the visits by its representatives in the other country. In case of need, the Participants will cooperate in order to use alternative financing mechanisms in cooperation with international bodies or other economic coverage systems to finance the projects in the framework of this MOC.

Paragraph 5 - Intellectual property

Intellectual property rights will be regulated by the relevant provisions of the Japanese and Italian laws and regulations and in accordance with the relevant international conventions to which Japan and the Italian Republic are party.

Paragraph 6 - Transfer of technology

The transfer of information or equipment not covered by State property rights laws and assured by one of the Participants will be in compliance with the laws and regulations applicable in both countries.

Paragraph 7 - Laws and regulations of the host country

The personnel and representatives of the Participants will respect the immigration provisions, tax, customs, health and national security regulations in force in the host country. The personnel and representatives of the Participants will enter and leave the host country in accordance with its laws and regulations.

Paragraph 8 - General matters

This MOC will be implemented in accordance with the Japanese and Italian laws and regulations, as well as applicable international law and, as for the Italian Participant, the obligations arising from Italy's membership of the European Union.

Paragraph 9 - Differences of interpretation

Any difference in the interpretation and/or implementation of this MOC will be settled amicably by means of direct consultations and negotiations between the Participants.

Paragraph 10 - Duration and modifications

This MOC commences on the date of the last signature and it will continue for five (5) years. Subsequently, it will be automatically renewed for further periods of five (5) years, unless one of the Participants notifies the other of its intention to terminate it six (6) months prior to the intended date of termination. The Participants may modify this MOC in writing by mutual consent. Each Participant may terminate this MOC at any time, by notifying the other of its intention six (6) months prior to the intended date of termination. Termination will not affect ongoing cooperation projects, unless otherwise decided by the Participants.

This MOC is not legally binding.

Signed in two (2) originals, in the English language on May 2023.

For the Japanese side

Minister of Education, Culture, Sports,
Science and Technology

Handwritten signature in black ink, consisting of the Japanese characters 永岡桂子 (Eiko Kikuchi).

For the Italian side

Minister of University and Research

Handwritten signature in blue ink, consisting of a stylized, cursive script.