

# MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE HAWAII CENTER FOR  
ADVANCED COMMUNICATIONS**

AND

**THE CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE**

AND

**UNIVERSITY OF NICE-SOPHIA ANTIPOLIS**

AMONG

**THE UNIVERSITY OF HAWAII**, in particular the HAWAII CENTER FOR ADVANCED COMMUNICATIONS (HCAC), College of Engineering, having its office at 2540 Dole Street, Holmes 240, Honolulu, HI 96822, USA, in this legal act represented by Professor Magdy ISKANDER, Director, hereinafter referred to as “HCAC”;

AND

**THE CENTRE NATIONAL de la RECHERCHE SCIENTIFIQUE**, public establishment for scientific and technological research, with registered offices locate 3 rue Michel Ange 75794 Paris Cedex 16, France, SIREN no. 180 089 013, APE/NAF code 731Z, represented by their Director General, Mr. Arnold Migus, who has delegated Mrs. Marie-Florence GRENIER-LOUSTALOT, Déléguée Régionale, to act on her behalf for the purposes of this Agreement, hereinafter referred to as “CNRS”;

AND

**THE UNIVERSITY OF NICE SOPHIA ANTIPOLIS**, a Public Scientific, Cultural and Professional Establishment, having its registered office at Parc Valrose, 06108 Nice cedex 2, represented by its President, Mr Albert MAROUANI, hereinafter referred to as “UNSA”;

The CNRS and the UNSA acting on behalf of the “**Laboratoire d'Electronique, Antennes et Télécommunications**”, UMR 6071, managed by Mr Christian Pichot, hereinafter referred to as the “**LEAT**”.

## WHEREAS

1. The HAWAII CENTER FOR ADVANCED COMMUNICATIONS (HCAC) was founded to be a leading Center for wireless research with joint research and educational activities in communications and radar technologies;
2. The LEAT is specialized in the field of antenna, wireless communications, microwave imaging, microwave and millimeter-wave detection systems;
3. HCAC and the LEAT are active in the area of telecommunications and radar. Both HCAC and the LEAT have gained extended expertise in this area of research and have gained an international well-known reputation.
4. HCAC and the LEAT have a broad common interest in research activities in the area of communications and radar, hereinafter referred to as the "Research Area", and are wanting to start cooperative research activities in this area.

### **Article 1 - General Scope**

- 1.1 Parties intend to cooperate in the framework of this Memorandum of Understanding on the basis of their expertise in the Research Area and are wanting to develop joint Research Projects and exchange of knowledge and researchers.

The joint Research Projects could concern the following subjects:

- Antennas for wireless communications
- Ultra Wide Band (UWB) technology,
- Microwave/millimeter wave radar imaging and Ground Penetrating Radar (including technology aspects, modeling techniques, data processing, data interpretation and data clustering) for Geophysical applications;
- Magnetic sensors
- Experimental research and/or the realization of (proof of principle) demonstrators.

- 1.2 Projects and activities shall be beneficial for both Parties. Parties may decide in mutual consent to include other parties in Research Projects. Research Projects will be carried out under separate specific Formal Agreements.

### **Article 2 - Research Projects and Formal Agreements**

- 2.1 Each Research Projects has to be described in a separate Formal Agreement which must define the resources, the deliverables, the conditions for knowledge transfer and the ownership of intellectual property rights.
- 2.2 All discussions and exchanges relative to the Research Projects shall be made on confidential basis.
- 2.3 Confidential means (a) any information disclosed pursuant to this Memorandum of Understanding (MOU) that is in written, graphic, machine readable or other tangible form

and is marked “Confidential”, “Proprietary” or in some other manner to indicate its confidential nature, (b) oral information disclosed pursuant to this MOU, provided that such information is designated as confidential at the time of disclosure, and (c) information otherwise reasonably expected to be treated in a confidential manner under the circumstances of disclosure under this MOU. Confidential Information may include information of a third party that is in the possession of one of the signatories to this MOU which is disclosed under this MOU.

Exceptions mean that the obligations under this MOU shall not apply to any information that: (i) was publicly known and made generally available in the public domain prior to the time of disclosure; (ii) becomes publicly known and made generally available after disclosure through no action or inaction of the signatories to this MOU; (iii) was already in the possession of the discloser without confidentiality obligations at the time of disclosure by the discloser as shown by files and records immediately prior to the time of disclosure; (iv) is obtained by any of the signatories to the MOU without confidentiality obligations from a third party without a breach of such third party’s obligations of confidentiality; or (v) is independently developed by the without use of or reference to the discloser’s Confidential Information, as shown by documents and other competent evidence in possession.

### **Article 3 - Presentation to other Parties and Acquisition of Projects**

3.1 Parties intend to propose to each other cooperative research activities with other scientific and/ or industrial organizations;

3.2 Parties intend to cooperate in the acquisition of new projects.

### **Article 4 - Researcher and Knowledge Exchange**

4.1 The Parties wanting to stimulate the exchanges of knowledge by facilitating the organization of training, seminaries together and the access to the scholarships for their staff and their students;

4.2 The Parties intend to cooperate in the development and organization of specific course and symposia in the Research Areas.

4.3 The Parties can decide to welcome within the framework of a research project the staff of the other Party. The exchanges of researchers will be made in the frame of the specific agreement connected to the research project. These exchanges of researchers or engineers will be made in accordance with the statutes and the rules of each Party.

### **Article 5 - Sharing of Infrastructure and Facilities**

Parties intend to stimulate the common use of infrastructure, instrumentation and research facilities. Use of infrastructure, instrumentation and/or research facilities will be agreed on the basis of a Formal Agreement.

## **Article 6 – Confidentiality**

Each of the Parties undertakes not to publish or to divulge in any way whatsoever any scientific, technical or commercial information or data other than those deriving from the Research Project subjected to a specific Formal Agreement, and specifically any prior proprietary knowledge of the other Party made known for the purposes of the performance of this Agreement, this provision being applicable as long as such knowledge has not been made available to the public. This commitment shall remain in effect for 4 (four) years from the date of execution of this Agreement, irrespective of any cancellation or termination of this Agreement.

OR:

The parties retain the right, at their discretion, to publish freely any results of the Research Project. However, the parties agree to provide each other copies of any manuscript at the time it is submitted for publication. The parties may review the manuscript to: (a) ascertain whether confidential or proprietary information would be disclosed by the publication; or (b) identify potentially patentable technology so that appropriate steps may be taken to protect such technology. The parties will provide comments, if any, within thirty (30) days of receipt of the manuscript. The publishing party will use good faith efforts to address comments and in its sole discretion may withhold publication for a period not to exceed thirty (30) days. The publishing party will give the option of receiving an acknowledgement in such publication for the other parties' sponsorship of the Research Project.

## **Article 7 – Publication**

All the written publications and the oral presentations shall mention all researchers of the Parties involved in the obtaining of the results as well as their establishment and shall beforehand be revised by all the Parties according to the conditions of the specific Formal Agreement concluded for each Research Project.

## **Article 8 – Intellectual Property and exploitation**

The conditions of Intellectual Property of the results deriving from Research Projects and the conditions of their exploitation will be defined in the specific Formal Agreement established for each Research Project.

## **Article 9 - Duration and Termination**

1. This agreement comes into force at the date of its signature and will terminate after 2 (two) years,
2. Three months before termination of this agreement, Parties will consult each other on the prolongation of this agreement;
3. If it is reasonably evident to the Parties that the results of the co-operation are under expectation or no longer within the sphere of interest of either Party, that Party will be entitled to apply for termination of this agreement in writing, subject to a 3 (three) months previous notice.

**Article 10 - Disputes**

In case of disputes over the interpretation or the execution of the present contract, the Parties undertake to make every effort to settle their dispute amicably.

In witness whereof, the parties have executed this agreement by the signing of three (3) original copies of this document by their duly authorized representatives, each Party receiving one original copy.

<p>Done at Honolulu, the ..... On behalf of UNIVERSITY OF HAWAII, Prof. M. ISKANDER, Director of HCAC.</p>	<p>Done at Valbonne, the..... On behalf of the CNRS Mrs GRENIER-LOUSTALOT, Déléguee Régionale.</p>	<p>Done at Nice, the ..... On behalf of the UNSA, Mr. Albert MAROUANI, President</p>
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