

德研光学所合作备忘录 2012.3.17
5年



中国科学技术大学
University of Science and Technology of China



MAX-PLANCK-INSTITUT
FÜR QUANTENOPTIK

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

University of Science and Technology of China (USTC), P.R. China
No.96, JinZhai Road Baohe District, Hefei, Anhui, 230026,
Prof. Dr. Jianguo Hou, President

AND

Max Planck Institute of Quantum Optics (MPQ), Germany
Hans-Kopfermann-Straße 1, 85748 Garching,
Prof. Dr. Immanuel Bloch, Managing Director

This Memorandum of Understanding reflects the common understanding and the wish of the University of Science and Technology (USTC), P. R. China, and the Max Planck Institute of Quantum Optics (MPQ), Germany, to establish the basis for their further cooperation in accordance with the following terms. 1206

They thereby wish to consider the long term collaboration between the Max Planck Society (MPG) and the Chinese Academy of Science (CAS) that has been recorded in the agreement of 1981 and in 1998 accordingly.

Scientific Cooperation

The Max Planck Institute for Quantum Optics (MPQ) carries out broad theoretical and experimental basic research in the areas of quantum optics, quantum information and quantum simulation. Five working groups are engaged in research on its sites at MPQ in Garching. The Hefei National Laboratory for Physical Sciences at the Microscale (HFNL) at USTC has seven divisions which host the scientists who are doing cutting-edge researches in physics, chemistry, material science, biology and information science. The division of Quantum Physics and Quantum information (QPQI) is a world-renowned research organization in the community of quantum information science.

MPQ and HFNL intend to establish collaborations for the research on quantum information processing, especially on studying fundamental questions concerning the dynamics of quantum systems both theoretically and experimentally.

Optionally, the collaboration between both partners may be extended to other areas of research.

Means of Scientific Cooperation

1. Exchange of Interns

The partners plan to facilitate exchanges of Interns at different levels, encompassing a summer intern exchange program for senior Bachelor students visiting MPQ from USTC, taking place typically in the period from July-September of each year. Acceptance of both

partners is required for an exchange of each intern. Proposal and selection of the candidates is to be carried out by the end of January of each year. Directed at Masters students at USTC, who would be carrying out their project phase (typically 1 year duration) at MPQ. Acceptance of both partners is required for an exchange of students and dependent on the availability of suitable research projects.

The exchange of interns shall not be governed by the regulations agreed upon in the MPG-CAS Agreement, but shall be handled as follows: In principle, all travel and accommodation costs as well as any incidentals are financed by the sending institute. Exceptions are governed by separate agreements where these costs (travel, accommodation and incidentals) are paid with clear statements by either (or both) of the sending and the host institutes through offering fellowships or research positions. In this case, both of the two partners and the principle investigator of the involved research projects have the obligation to find necessary financial support for the exchange student.

2. Scientific Exchange

Scientists and PhD exchange program. The partners plan to make use of existing exchange programs, e.g. between CAS and MPG, in order to facilitate the exchange of doctoral student researchers and targeting different durations of the PhD. An enrolment in a university has to be ensured for obtaining a PhD degree.

This exchange will be governed by the MPG-CAS agreement regulation on the exchange of Scientists (Art. 5) and will be subject to the availability of funds by either Party.

Projects

The Parties of this Memorandum will define singular research projects which will be subject to further agreement of the Parties. These agreements will address issues concerning funding, intellectual property, mutual access to equipment and facilities, material transfer issues, publication and confidentiality.

Funding

All activities are subject to the availability of adequate funding, to the budgetary appropriations available to each Party and the applicable laws and regulations of both Parties. Neither Party shall be held in breach of the agreement, if unforeseen circumstances prevent it from participating in any activity previously agreed on.

Compliance with laws and regulations

Both Parties will mutually assist and cooperate to ensure that the activities to be carried out under this MOU comply with all applicable laws.

The Parties undertake to take care that any necessary applications (e.g. working permits, correct visa application) regarding the stay of researchers belonging to their institution are applied for and permitted under their national regulations beforehand and that they will support the other Party on relevant matters, e.g. by inviting researchers to their institution in the process of visa applications.

Each Party shall require that any intern or faculty member who participates in a cooperative program shall meet the other Parties standards of maturity, ability, and health. Each Party shall require that any visiting student, research fellow, or faculty member carry adequate health insurance and not permit this coverage to lapse while the student, fellow, or faculty member is participating in the cooperative program. Exchange visitors will not be required to pay tuition, entrance fees, or examination fees to the host institution.

Each Party is in charge of its own personnel insurance coverage for visiting students, research fellows and faculty members according to its national applicable law including social security law and accident insurance. Each institution is liable for any damages caused by its participating students, research fellows or faculty members or other personnel.

Publication, Work Results and Confidentiality

As a rule, the work results developed by MPG or by USTC are intended for publication. If any partner intends to make a scientific publication in relation to the subject matter of this Agreement and resulting from work within this collaboration, it shall take the interests of the other party into account and provide a copy of the proposed manuscript to the Party for comment prior to publication; the object being to prevent either the endangerment of applications for the protection of property rights by premature publications detrimental to their novelty or the disclosure of trade secrets. Wherever possible this should not cause a delay in publication. Any institution shall therefore not unduly delay or impede the proposed publication.

The authors of publications shall remain subject to the rules of their respective employer.

Any Work Results generated by staff members of one Party shall belong to this Party. Jointly generated Work Results shall jointly belong to both Parties. Their share in the Work Results shall be determined in accordance with the significance of the contribution to the jointly generated Work Result.

Neither Party may assign any of its rights in the jointly generated Work Result without the prior consent of the other Party, regardless of the name under which a protective right is registered.

Work Results within the meaning of this Agreement are

- a) inventions which are eligible for protection as property rights within the meaning of § 2 of the German Employee Inventions Act [Arbeitnehmererfindungsgesetz -ArbNErfG] ("Invention"),
- b) Qualified Know-How within the meaning of §§ 3, 20 I of the German Employee Inventions Act (Qualified Know-How is understood as a package of non-patented practical information resulting from experience and testing which is i) secret, that is to say, not generally known or easily accessible, ii) substantial, that is to say, significant and useful for the production of particular products, and iii) identified, that is to say, described in a sufficiently comprehensive manner so as to make it possible to verify that it fulfils the criteria of secrecy and substantiality);
- c) "Software" within the meaning of § 69a ff of the German Copyright Act [Urhebergesetz - UrhG]
- d) Basic Know-How which is not eligible for protection.

The parties shall fully claim for themselves all inventions and shares in inventions made under this Agreement which are eligible for protection as property rights. The parties shall consult with each other regarding the most appropriate procedure for registering property rights, particularly in the case of joint inventions.

For duration of the Agreement the parties shall grant each other a no-charge, non-transferable and non-exclusive right of use in the Work Results if and to the extent to which this is necessary for the successful performance of the Agreement.

Both parties shall acquire a non-exclusive, no-charge right of use in Basic Know-How not eligible for protection.

Both parties shall be entitled to use the Work Results developed under this Agreement at no charge and in an unrestricted manner for scientific purposes (research and teaching).

Should either party wish to abandon a property right, it shall first offer such right to the other party in return for an appropriate consideration; should the other party accept the property right offered, it shall acquire unrestricted title thereto. In this case, the party assuming the right shall also be responsible for payment of the accruing inventor's compensation.

Both parties, their visiting students, research fellows and faculty members, undertake to hold in confidence any and all documents marked as secret and any other secret information which the parties have made available to one another in a manner that clearly indicates their confidential nature, and not to disclose such information to any third party. Such obligation of confidentiality shall survive termination of this Agreement, but apply no longer than three (3) years following the end of this agreement, and shall not extend to information that has become part of the public domain as a result of third-party publications or in any other manner, or the disclosure of which has been explicitly approved by the party to whom it relates.

Effective Date and Duration

The MOU will become effective for five years starting from the date of the last signature. It will then end automatically. The renewal and extension of this agreement require the mutual written agreement of the cooperating parties.

Amendment of MOU

No amendment to this MOU shall be valid unless the same is made in writing jointly by the Parties or their authorized representatives and specifically stating the same to be an amendment to this MOU.

**University of Science and Technology
of China, Hefei**

**Max Planck Institute of Quantum Optics,
Germany**



Prof. Dr. Jianguo HOU
President



Prof. Dr. Immanuel Bloch
Managing Director

2012.3.17

Place and date

21.2.2012, Garching

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