

## PROGRAM AGREEMENT

### BETWEEN

**Plasma Nanotechnology Research Center,  
Nagoya University, Japan**

### AND

**International Center for Advanced Materials Processing,  
The University of Texas at Dallas, U.S.A.**

**Whereas**, the Plasma Nanotechnology Research Center (hereinafter referred to as PLANT) is affiliated to Nagoya University, a national university in Chikusa-ku, Nagoya, Japan;

**Whereas**, the International Center for Advanced Materials Processing (hereinafter referred to as ICAMP) is a component of The University of Texas at Dallas, a public university in Richardson, Texas, U.S.A.;

**Whereas**, PLANT and ICAMP have previously executed a Memorandum of Understanding on *Cooperation for Flexible Electronics Technology* on April 6<sup>th</sup>, 2007;

**Now therefore** PLANT and ICAMP enter into a Program Agreement to establish a program of exchange and collaboration in areas of benefit to both institutions.

#### I.

The purpose of the cooperation between PLANT and ICAMP is as follows:

- To promote interest in research activities in the field of plasma-related technology of the respective institutions.

#### II.

To achieve these goals, PLANT and ICAMP will, insofar as the means of each allow:

- Promote institutional exchanges by inviting faculty and staff of the partner institutions to participate in a variety of research activities and professional development;
- Organize symposia, conferences, short courses and meetings on research issues.
- Carry out joint research and continuing education programs in order to deepen the analysis and understanding of science and technology of the respective institutions;
- Exchange information pertaining to developments in research at each institution.

### III.

The process for establishing student mobility between PLANT and ICAMP shall be as follows:

- This Program Agreement concerns the mobility of master degree and PhD students, post doctoral fellow and academics, which is to occur on a regular basis between the partner institutions.
- Student mobility will apply in particular to those students sponsored by the Japan Society for Promotion of Science (JSPS) through the International Training Program (ITP).
- It is agreed that visiting students will be sent without the intention that the host institution will award any degree.
- The students to be sent will be nominated by the home institution. The ultimate decision concerning acceptance, however, will be made by the host institution.
- All designated students must have both sufficient academic and English language ability to complete the program successfully.
- The home institution will inform the host institution of candidates at least five months in advance. The information provided must contain the full name, address, educational CV, title and short description of the thesis and name of supervisor. All communication shall be in English.
- All costs incurred by those qualifying as visiting students under this Program Agreement will be borne by each individual student. Students might be supported by one or both of the partner institutions in the form of respective grants or programs. Further, students may on their own initiative apply for and receive scholarships to cover costs associated with participation in the program. Participating students will be responsible for bearing the cost of their own accommodation, board, books, transportation, health insurance and medical care fees, passports, immigration fees, visas, personal expenses, and tuition, if applicable.
- As far as possible, the two institutions will assist students in securing accommodation, obtaining the required visa and in other ways necessary to facilitate their study and research.
- Visiting students are subject to the regulations of the host institution during their stay.
- No financial obligation will be imposed by either party upon the other in carrying out this Agreement.

### IV.

Each party designates the following officials to serve as its liaison to coordinate and facilitate activities under this Program

PLANT:

Hiroataka Toyoda, Professor  
Plasma Nanotechnology Research Center  
Nagoya University  
Department of Electrical Engineering and Computer Science  
Furo-cho, Chikusa-ku, Nagoya 464-8603, Japan  
Tel. (52) 789 4698 E-mail: [toyoda@nuee.nagoya-u.ac.jp](mailto:toyoda@nuee.nagoya-u.ac.jp)

ICAMP:

Mathew Goeckner, Director  
International Center for Advanced Materials Processing  
The University of Texas at Dallas  
School of Electrical Engineering and Computer Science  
800 W. Campbell Rd. – RL10, Richardson, Texas, 75080, U.S.A.  
Tel. (972) 883 4293 E-mail: [goeckner@utdallas.edu](mailto:goeckner@utdallas.edu)

The coordinators, working with other appropriate administrators at the respective institutions, shall have the following responsibilities:

- To promote research collaboration;
- To act as principal contacts for individual and group activities and to plan and coordinate all activities within their institutions as well as with the partner institution;
- To distribute to each institution information about the faculty, facilities, research, publications, library materials and educational resources of the other institution; and
- To meet periodically to review and evaluate past activities and to work out new ideas for future cooperative agreements.

V.

This Program Agreement is not a contract. This Program Agreement serves only as a statement of the general intention of the Parties and is not intended to be legally binding nor intended to be construed as an agreement on any matters mentioned. No oral agreement or conduct of the Parties (including partial performance) in respect of matters stated in this Program Agreement shall be deemed to impose any obligation or liability on either Party.

This Program Agreement is not intended to constitute, create, give effect to, or otherwise form a joint venture, or other business entity of any kind. Neither Party shall act as an agent for, or partner of, the other Party. There are neither any rights nor obligations of the Parties established under this Program Agreement.

VI.

Although the intention of this Program Agreement is to discuss and negotiate issues with respect to a possible definitive agreement between the Parties, the relationship is non-exclusive, and the Parties shall have the ability to form similar or different business relationships with other companies or entities of their choice.

VII.

All publications resulting from the collaboration between the two institutions must give recognition to this Program Agreement. Likewise, this Program Agreement must also be mentioned in all courses and formal presentations that result from collaboration under the terms hereof.

Should any faculty collaboration result in any potential for intellectual property, the parties shall immediately discuss the treatment of the intellectual property and seek an equitable and fair understanding as to ownership and other property interests that may arise. Any such discussions shall at all times strive to preserve a harmonious and continuing relationship between the parties.

## VIII.

This general Program Agreement shall be identified as the parent document of any program agreement executed between the parties. No modification, alteration or amendment of this Program Agreement shall be effective unless committed to writing and signed by the Parties.

Further agreements concerning any program shall provide details concerning the specific commitments made by each party and shall not become effective until they have been put down in writing and executed by the duly authorized representatives of the parties. The scope of the activities under this agreement shall be determined by the funds regularly available at both institutions for the types of collaboration undertaken and by financial assistance as may be obtained by either institution from external sources.

## IX.

The Parties intend to discuss with each other press releases in connection with this Program Agreement prior to publication of any press release.

## X.

The Parties understand that they are proceeding at their own risk and they understand that costs regarding the subject matter under this Program Agreement are to be paid for by the Party who incurs the cost. Nothing contained in this Program Agreement is to be construed as providing for the sharing of profits or losses arising out of the efforts of either or both Parties. Neither Party will be liable to the other for any costs, expenses, risks or liabilities arising out of the other Parties' efforts in connection with this Program Agreement.

## XI.

Upon approval by each institution, this Program Agreement shall remain in effect for a period of three (3) years unless terminated earlier by either institution. Such termination by one institution shall be effected by giving the other institution at least ninety (90) days' advance written notice of its intention to terminate. Any participating students who have commenced their programs during this period may complete their academic / research projects. Termination shall be without penalty. If this Program Agreement is terminated, neither PLANT nor ICAMP shall be liable to the other for any monetary or other losses which may result.

Notwithstanding the above, the period of this Program Agreement will, if necessary, be extended with consent in writing from the Parties.

EXECUTED by the Plasma Nanotechnology Research Center and the International Center for Advanced Materials Processing in duplicate copies, each of which shall be deemed an original.

NAGOYA UNIVERSITY

THE UNIVERSITY OF TEXAS AT DALLAS

by 鈴木 保雄  
(Signature)

by Mathew Goeckner  
(Signature)

Yasuo Suzuki  
Director  
Plasma Nanotechnology Research Center

Mathew Goeckner  
Director  
International Center for Advanced Materials  
Processing

Date: March 13, 2009

Date: March 13, 2009

by 山本 進一  
(Signature)

by Mark W. Spong  
(Signature)

Shinichi Yamamoto  
Trustee and Vice President

Mark W. Spong  
Dean, School of Engineering and Computer  
Sciences

Date: March 13, 2009

Date: March 13, 2009

Endorsed by

B. Hobson Wildenthal  
(Signature)

B. Hobson Wildenthal  
Executive Vice President and Provost

Date: March 13, 2009

UTD/OIE: February 19, 2009