

Memorandum of Understanding

PARTIES

CHONNAM NATIONAL UNIVERSITY of 77 Yongbong-ro, Buk-gu, Gwangju, Korea 61186(CNU)

SHIBAURA INSTITUTE OF TECHNOLOGY of 3-7-5 Toyosu, Koto-ku, Tokyo 135-8548 JAPAN (SIT)

To facilitate collaboration between the Parties and discussions regarding activities of mutual benefit, this Memorandum of Understanding (MOU) establishes the foundation of the relationship between the Parties.

TERMS

1. PURPOSE

- 1.1 The purpose of this MOU is to establish, develop and expand the co-operative relationship between the Parties.
- 1.2 By signing this MOU, the Parties intend to facilitate discussions regarding the establishment, development and management of Activities which are mutually beneficial to the Parties, their staff and, where applicable, their students.

2. DURATION

- 2.1 This MOU will take effect from the Commencement Date and will expire at the conclusion of the Term, unless terminated earlier in accordance with clause 6

3. IMPLEMENTATION

- 3.1 The Parties will:
 - (a) identify Activities they wish to engage in collaboratively from time to time;
 - (b) discuss the identified Activities with a view to reaching agreement on the terms of cooperation for each Activity; and
 - (c) where agreement is reached, may enter into a separate legally binding written agreement for each Activity, prior to the implementation of that Activity (**Activity Agreement**).
- 3.2 The Parties anticipate that an Activity Agreement will specify, where relevant:
 - (a) the nature and location of the Activity;
 - (b) the responsibilities and liabilities of each Party, including the services and resources to be provided by each Party;
 - (c) the ownership, use and management of intellectual property arising from our contributed to the Activity;
 - (d) financial arrangements, the application of fees and charges and the apportionment of costs arising from the Activity;
 - (e) any relevant regulations, academic policies or other policies applying to the conduct of the Activity;
 - (f) any applicable governance arrangements; and
 - (g) any other items necessary for the efficient management of the Activity.
- 3.3 It is intended that each Activity Agreement will:
 - (a) be binding on the Parties; and
 - (b) operate as a separate and formal agreement.

4. SCOPE

- 4.1 Nothing in this MOU prevents the Parties from collaboratively pursuing any other activities not contemplated in this MOU.

- 4.2 This MOU does not create any exclusive relationship between the Parties that would prevent the Parties from pursuing in their own right or with any other partner, activities similar to the Activities.
- 4.3 Except for rights and obligations arising from clauses 5 of this MOU, this MOU does not:
- (a) constitute or create, and may not be deemed to constitute a legally binding document;
 - (b) give rise to any legal relationship between the Parties; or
 - (c) create any enforceable rights or duties between the Parties.
- 4.4 Nothing in this MOU obliges a Party to:
- (a) incur any cost or expense;
 - (b) undertake any work; or
 - (c) take any action;
- except as specified in any separate agreement executed by the Parties in connection with an Activity contemplated by this MOU.

5. CONFIDENTIALITY

- 5.1 Each Party (**Receiving Party**) must keep Confidential Information received from another Party (**Disclosing Party**) confidential and only use such Confidential Information for the purposes contemplated in this MOU.
- 5.2 If a Receiving Party is required by the operation of law or regulation, judicial or parliamentary body or government agency to disclose Confidential Information received from a Disclosing Party, the Receiving Party may comply with the requirement provided that the Receiving Party has first given notice to the Disclosing Party of the required disclosure and has given notice to the third party the information is Confidential Information of the Disclosing Party.
- 5.3 On termination of this MOU, or on the written direction of the Disclosing Party, the Receiving Party must immediately, at the Disclosing Party's option, return, delete or destroy all Confidential Information belonging to the Disclosing Party. This clause 5.3 is subject to compliance with any laws or legal requirements applicable to a Party in relation to record-keeping.
- 5.4 The obligations in this clause 5 are legally binding and survive expiration or termination of this MOU for 3 years.

6. TERMINATION

- 6.1 This MOU may be terminated:
- (a) by a Party giving each other Party at least 3 months' prior notice in writing; or
 - (b) at any time by mutual written agreement.
- 6.2 The termination of this MOU will not affect the validity of any Activity agreement executed by the Parties as a result of this MOU.

7. NOTICES

- 7.1 A notice or other communication in connection with this MOU must be in writing and sent by electronic mail, prepaid priority letter (air mail if international) or courier to the addressed attached to this MOU, as applicable to each Party.

8. GENERAL

VARIATION

- 8.1 A variation of this MOU must be in writing and signed by the authorized representatives of each Party.

RELATIONSHIP

- 8.2 This MOU does not create a legal partnership, trust, joint venture, agency or employee relationship between the Parties. A Party may not enter into any agreement or incur any liabilities on behalf of another Party and may not represent to any person that it has the authority to do so.

LANGUAGE

- 8.3 Where this MOU is executed in both English and another language and there is an inconsistency in interpretation between the two languages, the Parties agree that the version of this MOU executed in English will prevail to the extent of that inconsistency.

COSTS

- 8.4 Each Party will bear its own costs associated with the negotiation, preparation and execution of this MOU.

EXECUTION

- 8.5 This MOU may be executed by one party signing the MOU and sending a scan of that signed version to the other Party by electronic means and the second Party countersigning the copy of the MOU signed by the first Party. Where there is more than two Parties to this MOU, this process may be repeated.
- 8.6 Delivery of a signed copy of the MOU by electronic means will have the same effect as delivering a signed original.

9. INTERPRETATION

- 9.1 In this MOU:

- (a) **Activities** means collaborative activities, including but not limited to:
- (i) academic visits for research, lectures and consultation;
 - (ii) joint research activities and publications in areas of common interest;
 - (iii) participation in seminars;
 - (iv) exchange of educational and academic materials and other information;
 - (v) consultation regarding educational needs;
 - (vi) exchange of specific expertise in research commercialization, interdisciplinary research, innovation and technology transfer in areas of mutual interest;
 - (vii) participation of joint conferences, seminars, workshops, academic meetings, and other activities agreed by both parties;
 - (viii) exchange of faculty staff and/or students;

and **Activity** means any one of these or any other collaborative activity contemplated by the Parties;


- (b) **Commencement Date** means the date on which the last of the Parties executes this MOU;
- (c) **Confidential Information** means any information or data (in any form or medium, including verbal) owned or held by a Party which is marked as confidential, treated by a Party as confidential, or is otherwise by its nature confidential, except:
- (i) information that is already in the public domain otherwise than as a result of a breach of this MOU; or
 - (ii) information that is disclosed with the prior written consent of the Disclosing Party.
- (d) **Parties** means the parties to this MOU and **Party** means any one of them; and
- (e) **Term** of this agreement means five (5) years from its commencement date and shall be automatically extended every five (5) years unless written notice is requested by either party at least three (3) months prior to the termination date.

EXECUTED AS A MEMORANDUM OF UNDERSTANDING

Signed by the Parties

Chonnam National University

Shibaura Institute of Technology



Sung-June BAEK, Ph.D.

Jun YAMADA, Ph.D.

Dean, College of Engineering

President

June 26th, 2023

June 23rd, 2023

Date of Signature

Date of Signature

ADDRESSES FOR NOTICES

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SIT	<p>Name and Position: Masahiko INODA General Manager, Division of Global Initiatives</p> <p>Postal Address: Shibaura Institute of Technology 3-7-5, Toyosu, Koto-ku, Tokyo, JAPAN 135-8548</p> <p>Email: kokusai@ow.shibaura-it.ac.jp</p> <p>Phone: +81 3 5859 7140</p>