MEMORANDUM OF UNDERSTANDING

INNOVATION CENTER OF NANOMEDICINE

AND

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,
ON BEHALF OF ITS LOS ANGELES CAMPUS, USA

The Innovation Center of Nanomedicine (iCONM), a facility created by Kawasaki City for government, industry and academic collaboration, and The Regents of the University of California, by and on behalf of its campus in Los Angeles (UCLA) are linked by common academic interests and seek to consider the possibility of developing collaborations and exchanges in fields of shared interest and expertise. The activities undertaken pursuant to this Memorandum of Understanding (MOU) are based on a spirit of cooperation and reciprocity that is intended to be of mutual benefit to both parties.

1. Purpose

This MOU serves as a written understanding of agreed upon principles between iCONM and the UCLA California NanoSystems Institute (CNSI) concerning a set of general academic objectives for the betterment of society with a focus on biomedical research which utilizes nanoscience to discover cures and therapies for human illnesses and physical disorders.

This is a non-binding agreement and is intended to clarify the nature and extent of the complementary activities that might be undertaken for the mutual benefit of the two parties. Each party will be responsible for managing its own costs.

Commitments of specific institutional resources, personnel, space, facilities, or any other academic or intellectual activities may be discussed hereunder but may not be implemented under this MOU.

To the extent that the implementation of any agreed upon activity requires a commitment of resources, personnel, credit-bearing coursework, or intellectual property, a supplementary agreement must be negotiated and approved by the two parties before work on any of the projects can commence.

2. Objectives, Scope, and Major Activities

Both parties agree to discuss the possibility of developing the following types of activities:

• Visits and informal exchanges of faculty, scholars and administrators in specific areas of education, research and outreach.
• Organization of joint conferences, symposia, or other scientific meetings on subjects of mutual interest.
• Exchange of academic information and materials.
• Consideration of possibilities for developing joint research programs and collaborations.
• Other exchange and cooperation programs to which both parties agree.

3. Responsibilities of the Parties

The two parties recognize that the implementation of any agreed upon activity will depend upon the interests and expertise of the individuals involved and the availability of financial resources, space and other resources. Accordingly, the implementation of any exchange and cooperative program shall be separately negotiated and memorialized in a future document between the two parties. It is further expected that both parties will be compliant with all applicable State and Federal laws and regulations and University policies.

Each Party will appoint a coordinator (each, a "Coordinator") to facilitate the discussion of collaborative activity between the parties. The UCLA Coordinator will be Deepee Gerringe. The iCONM Coordinator will be Kiyoko James.
4. Duration and Option to Amend, Extend or Terminate

This MOU will become effective when signed by both parties. This MOU will remain in effect for five years from the signature date, below, and may be renewed or amended by mutual agreement of the parties, or may be superseded by a written agreement documenting an exchange or other cooperative program, if such an agreement is reached. The parties agree to periodically review the discussions undertaken and the progress made toward creating a definitive agreement and to consult concerning renewal or termination of this MOU. Either party may terminate this MOU at any time by providing written notice of such termination to the other party.

5. General Terms

This MOU is not intended to create, and does not create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by either party, its officers, employees, or agents against the other party, its officers, employees, or agents.

Nothing in this MOU obligates either party to commit or transfer any funds, assets, or other resources in support of projects or activities between the two parties.

Neither party will use the name of the other, either expressly or by implication, in any publicity, solicitation or advertisement without the express written approval of the other party to this MOU.

This MOU may be written in both Japanese and English texts. In the event that there are interpretation discrepancies between the two texts, the English version shall prevail.

6. Signatures

This MOU shall enter into force on the date of the signing by qualified representatives of both parties.

Regents of the University of California, on Behalf of its Los Angeles Campus

Jeff F. Miller
DIRECTOR
California NanoSystems Institute (CNSI)
Date: 2/4/16

Kathryn Atchison
VICE PROVOST
New Collaborative Initiatives
Date: Feb. 2, 2016

C. Cindy Fan
VICE PROVOST
International Studies & Global Engagement
Date: Feb. 2, 2016

Innovation Center of Nanomedicine

Kazunori Katsuoka
DIRECTOR
Innovation Center of Nanomedicine (iCONM)
Date: Feb. 4, 2016