



MEMORANDUM OF UNDERSTANDING
BETWEEN
the School of Materials Science and Engineering
at Huazhong University of Science and Technology (HUST)
AND
the International Center for Materials Nanoarchitectonics (MANA)
at the National Institute for Materials Science (NIMS)

This Memorandum of Understanding (this “MOU”) for collaboration on “*Advanced Functional Materials for Energy and Environment Applications*” is made and entered into on the date of the last signature (the “Effective Date”) by and between the School of Materials Science and Engineering at Huazhong University of Science and Technology (HUST), P. R. China, and the International Center for Materials Nanoarchitectonics (MANA) at the National Institute for Materials Science (NIMS), Tsukuba, Japan.

Article 1: Purpose

The purpose of this MOU is to express the understanding of the parties to strengthen and promote research collaboration between the parties based upon the principles of equality, reciprocity, mutual respect, best effort and frequent interactions.

Article 2: Scope of Collaboration

- 2.1 The parties undertake such research collaboration as follows:
- a) to strengthen and promote institutional exchange of personnel,
 - b) to promote institutional exchange of scientific and technical information,
 - c) to organize symposia, conferences and workshops, and
 - d) to use their best effort to encourage joint research activities and other activities as may be proposed by either party
- in the field of materials science to achieve the purpose in Article 1.
- 2.2 The terms and conditions for each collaboration shall mutually be discussed by the parties and be set forth in a separate agreement. The implementation of each collaboration shall be subject to the rules and regulations of the host party. In particular, in case of Section 2.1 a) institutional exchange of personnel, the dispatching party shall be responsible for the expenses involved. Unless otherwise agreed in writing, each party will be solely liable for all of its own fees, costs and other expenses in conjunction with this MOU.



Article 3: Exchange of Public Information

The parties hereby agree that exchanges of scientific and technical information pursuant to this MOU will be made based upon the public information and that either party will not disclose any confidential information to the other party at any time during the term of this MOU. In the event of inadvertent disclosure by a party of information that it regards as confidential, the receiving party shall be under no duty of confidentiality regarding such disclosed information; provided, however, that upon reasonable request by the disclosing party, the receiving party shall return such information to the disclosing party.

Article 4: Intellectual Property

- 4.1 Each party shall remain the owner of its own intellectual property rights and all rights to such party's information, inventions, and original work created by such party before and after the Effective Date of this MOU and/or during the term of this MOU.
- 4.2 Specific details of intellectual property rights for individual projects jointly researched and conducted by the parties shall be as separately determined in each project agreement.
- 4.3 Use of intellectual property rights of each party requires a separate agreement. No license of any form is granted under this MOU including any license of any of the parties' trademarks, logos or other intellectual property rights.

Article 5: Term

- 5.1 This MOU becomes effective from the Effective Date and continues for a period of five (5) years, unless terminated earlier, as set forth in Section 5.2. This MOU may be extended at any time by mutual written agreement of the parties on such terms and conditions mutually agreed by the parties.
- 5.2 Either party may terminate this MOU for its convenience at any time upon sixty (60) day prior written notice to the other party.
- 5.3 Expiration or termination of this MOU shall not affect the collaboration already in progress under a project agreement, which shall be controlled by the terms of such project agreement.

Article 6: Amendment

This MOU may be amended or renewed by written agreement between the parties.

Article 7: No Obligation

This MOU creates no liability or obligation on the part of either party and does not give rise to or create any legal rights for either party except those arising out of Sections 2.2, 5.3, Articles 3, 4, 7 and 9 hereof. This MOU is intended only to facilitate collaboration between the parties and neither party has any obligation to enter into any further agreement or contract.

Article 8: Participants

The participants enrolled in this MOU from each party are listed in Appendix A.

Article 9: Dispute Resolution

Any dispute concerning the interpretation or implementation of this MOU shall be settled and resolved amicably by consultation or negotiation within the spirit of this MOU; provided, however, that the parties agree that they shall have the right to enforce Sections 2.2, 5.3, Articles 3 or 4 hereof in whatever legal forum they may choose.

IN WITNESS WHEREOFF, the parties hereto have caused this MOU to be executed by their respective duly authorized representatives as of the date and year first above written.

For HUST:

For NIMS:

Yunhui Huang

Masakazu Aono

Prof. Yunhui Huang
Dean of School of Materials Science and Engineering

Prof. Masakazu Aono
MANA Director-General

July 29, 2013

July 29, 2013

Date

Date

Appendix A

For HUST:

For NIMS:

Prof. Xing Lu
School of Materials Science and Engineering

Yoshio Bando
Prof. Yoshio Bando
MANA Chief Operating Officer