

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
NATIONAL INSTITUTE FOR ENVIRONMENTAL STUDIES  
JAPAN  
AND  
COLLEGE OF PUBLIC HEALTH, CHINA MEDICAL  
UNIVERSITY (CMU)  
TAIWAN  
FOR  
JOINT RESEARCH ON ENVIRONMENTAL FACTORS AND  
CHILDREN HEALTH**

Based on the premise that environmental factors and children health is a major issue for both Japan and Taiwan and that international collaborative research is necessary in this area, the National Institute for Environmental Studies (hereinafter referred to as “NIES”) and the College of Public Health, China Medical University (hereinafter referred to as “CMU”) (referred to collectively as the “Parties” and individually as the “Party”) have agreed to enter into this Memorandum of Understanding (hereinafter referred to as “MOU”) for the implementation of joint research on environmental factors and children health as follows.

**Article 1: Objective**

The objective of the MOU is to establish a framework for cooperation between the Parties to implement joint research (hereinafter referred to as “Joint Research”) on environmental factors and children health since a variety of environmental factors, such as air pollution, heavy metals, and perfluoroalkyl and polyfluoroalkyl substances (PFAS), play important roles in children health and development, and the effects of these pollutants and chemicals need to be confirmed by international collaboration.

**Article 2: Collaboration Arrangement**

The Parties are encouraged to collaborate on specific research projects (hereinafter referred to as “Projects”) related to the Joint Research. The specific terms of such Projects will be outlined in individual project agreements (hereinafter referred to as “Project Agreements”) prepared pursuant to this MOU.

**Article 3: Research Period**

The period of this Joint Research shall be the same as the effective period of this MOU.

#### **Article 4: Access to Facilities and Equipment**

Researchers employed by one Party may visit the premises of the other Party for the sake of implementing this Joint Research and/or giving or attending lectures. Each of the Parties will, when it is deemed by both Parties to be necessary to the implementation of the Joint Research, allow the other Party to use its research equipment and facilities at no charge.

#### **Article 5: Seminars and Workshops**

Seminars and/or workshops related to the Joint Research shall be held annually during the effective period of this MOU. The location and dates of the seminars and/or workshops will be mutually agreed upon by the Parties.

#### **Article 6: Funding**

Both Parties shall make every effort to raise financial support from national and international organizations for the purpose of implementing this Joint Research, and the Parties shall cooperate with each other's efforts to raise such support. Sources of funding shall be decided on an individual basis. Funding for each Project will depend on the nature of the Project (i.e. where and how the research is to be carried out) and will be outlined in the Project Agreements.

#### **Article 7: Intellectual Property**

Both Parties will share the intellectual property generated from the Joint Research (hereinafter referred to as "Intellectual Property"). In addition to the procedures for patents outlined in the MOU, individual procedures for Projects regarding the sharing of Intellectual Property shall be outlined in the relevant Project Agreements as necessary.

#### **Article 8: Joint Application for Patents**

- (1) When a person belonging to either Party intends to file a patent application on an invention based on the results obtained from the Joint Research (hereinafter referred to as the "Research Results"), the patent application shall be made jointly by both Parties; provided, however, that this shall not apply to cases in which the other Party's consent not to file a joint application has been obtained.
- (2) In cases of filing a joint application as set forth in the preceding paragraph, the Parties shall enter into a separate joint application agreement after mutual consultation on their respective shares of the patent rights.

#### **Article 9: Sole Application for Patents**

When any person belonging to either Party intends to file a patent application on an invention

made independently by said person during the implementation of the Joint Research, such application shall be done by the Party to which said person belongs; provided, however, that such Party has given prior notice thereof to the other Party.

**Article 10: Patent Fees**

The burden of costs and expenses incurred during the patent application process shall be determined based on mutual consultation between the Parties.

**Article 11: Submission of Technical Knowledge**

The Parties shall share with each other any technical knowledge obtained as a result of the Joint Research. Neither Party shall either disclose or divulge any technical knowledge obtained from the other Party to any third party without the approval of the other Party.

**Article 12: Confidentiality**

For the purposes of this MOU, confidential information is defined as any information that has been provided or disclosed by one Party to the other Party in connection with the Joint Research, and which was designated in writing as confidential by the disclosing Party at the time of disclosure, or which was disclosed orally as confidential with a written notice given by the disclosing Party to that effect within thirty (30) days of the disclosure (hereinafter referred to as "Confidential Information"). Each Party agrees to protect the Confidential Information of the other Party and not to provide or disclose the Confidential Information to any third party without the other Party's consent.

**Article 13: Publications**

Each Party will disclose the contents of any publications based on this Joint Research and gain the written consent of the other Party before the document is published.

**Article 14: Reports**

Within one (1) year of the completion of this Joint Research, the Parties shall summarize the results of the research in a report. The format of the report will be mutually agreed upon by the Parties.

**Article 15: Effective Period**

This MOU shall come into effect on the date of signature of the last Party and shall remain in effect for a period of five (5) years. The MOU may be extended with the mutual consent of the Parties in writing.

**Article 16: Amendment**

This MOU may be amended or modified at any time with the mutual consent of the Parties in writing.

**Article 17: Termination**

This MOU may be terminated by either Party after giving at least six (6) months written notice to the other Party.

**Article 18: Project Termination**

Projects which are ongoing at the time of the termination of the MOU will also be terminated at the time of the termination of the MOU.

**Article 19: Consultation**

For any matters not clearly set forth in the MOU and any terms and conditions which have caused ambiguities, the Parties shall have mutual consultations in good faith and determine the handling of such matters thereof in consideration of the context of MOU.

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IN WITNESS WHEREOF, the Parties have signed this MOU in duplicate on the date indicated below, with each Party retaining one (1) original copy.



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Masahide KIMOTO, Ph. D.  
President  
National Institute for Environmental Studies  
  
Japan



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Bing-Fang Hwang, Ph. D.  
Dean  
College of Public Health  
China Medical University  
  
Taiwan

Date: September 21, 2023

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