



MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF Agreement is made

AMONG

Kyoto University Graduate School of Medicine, Kyoto, Japan (hereinafter referred to as "KUGSM");

Institute for Life and Medical Sciences, Kyoto University, Kyoto, Japan (hereinafter referred to as "LiMe")

Institute for Integrated Cell-Material Sciences, Kyoto University Institute for Advanced Study, Kyoto University, Kyoto, Japan (hereinafter referred to as "iCeMS")

AND

China Medical University, Taichung, Taiwan (hereinafter referred to as "CMU");

(jointly identified as "Parties")

WHEREAS, KUGSM is one of the 18 graduate schools in Kyoto University. LiMe is one of 12 affiliated research institutes in Kyoto University. iCeMS is one of the research centers at the Kyoto University Institute for Advanced Study. Kyoto University was originally established as the second imperial university in Japan, whose missions include creative biomedical research and training leading biomedical scientists;

WHEREAS, CMU is a private, comprehensive university with a strong clinical research program centered on the School of Medicine, located in Taichung, Taiwan.

WHEREAS, KUGSM, LiMe, iCeMS and CMU have subscribed a Memorandum of Agreement on General Cooperation in the establishment of an On-site Laboratory (OSL), which shall be named the Kyoto University-China Medical University Lab, Taiwan.

WHEREAS, KUGSM, LiMe, iCeMS and CMU have identified as activities of mutual interests:

- 1) Setup of On-Site laboratory in CMU
- 2) Promotion of joint research projects

- 3) Exchanges of faculties/fellows and students
- 4) KUGSM, LiMe, iCeMS and CMU joint start-ups
- 5) Application of international grants

The parties want to leverage their expertise and infrastructure through the creation of the OSL in Taichung, Taiwan on one or more of the above topics.

NOW WHEREAS, the Parties hereto, hereby agree as follows:

ARTICLE I

Purpose

The Parties with the Memorandum want to set the shared principles that are at the core of the constitution of the OSL. These principles will then guide the contracts and other documents to be prepared when undertaking joint research projects and other OSL-based activities.

ARTICLE II

On-site Laboratory

The OSL intends to be a joint initiative among CMU, KUGSM, LiMe, and iCeMS. The OSL guiding principles shall be - but are not limited to – the following:

- In principle, all expenses associated with the operation, maintenance, and improvement of the OSL shall be covered by CMU and the CMU-designated party. However, in cases where this is not feasible, the party to cover the expenses shall be determined through mutual consultation among CMU, KUGSM, LiMe, and iCeMS.
- The OSL shall be located at CMU and shall use the technical facilities of CMU in accordance with the regulations of CMU and Taiwan.
- The OSL shall be the basis for exchanges of scientific personnel among CMU, KUGSM, LiMe, and iCeMS as well as other scientific institutions established in Taiwan. Joint scientific meetings can be organized about topics to be agreed in order to maximize the interactions among CMU, KUGSM, LiMe, and iCeMS.

ARTICLE III

Governance

The OSL shall have board members: recommended by KUGSM, LiMe, and iCeMS and appointed by CMU. The board members would take decisions and manage the OSL. New board members need to be approved by the CMU board.

ARTICLE VI

Intellectual Property

CMU shall not claim a right to Intellectual Property (IP) brought to CMU by KUGSM, LiMe, and iCeMS as established by written records. KUGSM, LiMe, and iCeMS shall not claim a right to IP of CMU as established by written records. The management and ownership of IP generated by the collaboration among CMU, KUGSM, LiMe, and iCeMS will be determined in a joint research agreement concluded on a project-by-project basis.

ARTICLE V

Publication

All publication rights generated by the OSL shall be co-owned by CMU, KUGSM, LiMe, and iCeMS. A procedure for publication submission will be determined through mutual consultation among CMU, KUGSM, LiMe, and iCeMS.

ARTICLE VI

Visa

CMU shall support OSL employees to apply appropriate visas following the regulations of the Taiwan government.

ARTICLE VII

Amendment

The provisions of this Memorandum of Agreement may be revised, amended or modified only with the consent of the Parties in writing and signed by each Party's duly authorized representative. Any differences or disputes concerning the interpretation or application of this Memorandum of Agreement shall be settled by consultation between the parties.

ARTICLE VIII

Signing in Two Counterparts

This Memorandum of Agreement may be signed in two counterparts to enable signing in Kyoto and Taichung separately. The last date of signing will be taken as effective starting date of this Memorandum.

ARTICLE IX

Term

The term of this Memorandum of Agreement will commence on the Effective Date and will be valid for a

period of five years. Termination of this MOA shall be subject to consultation between the parties.

Signature:



Nagahiro Minato
President
Kyoto University

Date Signed : 19. Nov. 2024

Signature:



Mien-Chie Hung
President
China Medical University

Date Signed : NOV. 19, 2024