



# MEMORANDUM OF UNDERSTANDING FOR ACADEMIC EXCHANGE BETWEEN

# PROTEO-SCIENCE CENTER NATIONAL UNIVERSITY CORPORATION EHIME UNIVERSITY, JAPAN

#### AND

## MACFARLANE BURNET INSTITUTE FOR MEDICAL RESEARCH AND PUBLIC HEALTH, AUSTRALIA

Proteo-Science Center, National University Corporation Ehime University, Japan, and Macfarlane Burnet Institute for Medical Research and Public Health, Australia, hereby agree to promote cooperation and exchange in education and research between the two parties.

- 1. Both parties will work to realize the following, in a manner consistent with the applicable laws and regulations of both countries:
  - (1) Exchange of educational and scientific publications and other information
  - (2) Exchange of academic, research and administrative staff and students
  - (3) Planning and operation of joint research and other related activities
- 2. Both parties will consult each other and reach agreement about the contents above upon their actual realization, with collaborations and joint activities then subject to a further more detailed agreement specific to the activity.
- 3. In implementing this memorandum, each party is responsible, in principle, for all related expenses which concern each party.
- 4. This memorandum becomes effective on the date of the last signature and is valid for an initial period of five years. It can be amended by the written consent of both parties. It shall be automatically renewed, by mutual agreement, on the next date of the expiration and is valid for another five years until terminated by either party by giving a notice of termination in writing no less than six months in advance.
- 5. Both parties shall strictly comply with all applicable laws, rules and regulations on international trade such as embargos, and import and export control. Both parties shall also comply with all applicable laws, rules and regulations on access to genetic resources and benefit-sharing.
- 6. Both parties agree that they shall endeavor to settle any dispute relating to this memorandum by negotiation with each other in good faith.
- 7. This memorandum is prepared in English. Two signed copies will be prepared and both parties will keep one of each.
- 8. This MOU is not intended to be legally binding upon the Parties other than the obligations in clauses 9 and 10. Binding obligations other than those set out in clauses 9 and 10 are only intended to arise upon the signing of a separate formal contract. Any action taken by a Party in anticipation of a formal contract will be at the sole risk of that Party.





### 9. Confidentiality

- 9.1 The terms of this MOU and any negotiations between the Parties are confidential and must only be made known to those officers and employees of the Parties who need to know.
- 9.2 A Party must not make a public announcement relating to this MOU or any negotiations between the Parties without the prior written consent of the other Party, which consent may not be unreasonably withheld.

#### 10. Publicity

- 10.1 Neither Party may use the other Party's name, trade marks or service marks or refer to the other party (inclusive of its employees or officers) directly or indirectly in any media release, public announcement or public disclosure relating to this MOU or its subject matter, including in any promotional or marketing materials, customer lists or business presentations, without obtaining the prior written consent from the other Party.
- 10.2 The obligation in this clause 10 does not apply to any disclosure which a Party is required to make by law, provided that the Party so required consults with the other Party as to the information to be disclosed prior to disclosure.

Director

Proteo-Science Center

National University Corporation

Ehime University

Japan

Professor Brendan Crabb

Director and CEO

Macfarlane Burnet Institute for Medical

Research and Public Health

Australia

Date: 21st November 2022 Date: 28th Feb 2023

