Memorandum of Cooperation

between

Board of Regents of the University System of Georgia by and on behalf of Georgia State University and Center for Inflammation, Immunity & Infection, ATLANTA, U.S.A.

and

Graduate School of Pharmaceutical Sciences, School of Pharmacy, Faculty of Life Sciences, Kumamoto University, Kumamoto, Japan

Board of Regents of the University System of Georgia by and on behalf of Georgia State University and Center for Inflammation, Immunity & Infection, U.S.A. (hereinafter referred to as “GSU”) and Graduate School of Pharmaceutical Sciences, School of Pharmacy, Faculty of Life Sciences, Kumamoto University, Japan (hereinafter referred to as “KU”) enter into this Memorandum of Cooperation (the “MOC”) in order to promote international cooperation in education and research. (GSU and KU are referred to individually as the “Party” and jointly as the “Parties”)

1. **Purpose of MOC** Both parties agree to establish and encourage mutually beneficial scientific, technological, educational and other relations which may entail the following types of activities:

   - Exchange of academic staff members for the purpose of research, teaching and the presentation of special courses in their fields of specialization;
   - Establishment of joint research programs;
   - Exchange of postgraduate students in respect of specific research projects or courses of interest and importance;
   - Exchange of materials;
   - Organization of conferences, seminars and symposia of mutual interest to the institutions; and
   - Joint submission of applications for grants to support joint research programs.

2. **Program Specific Agreements** This MOC is designed to facilitate development of mutually beneficial exchanges/programs and to promote research and educational relationships, and should not be deemed to create legal and financial relationships between the parties.
Before any of the activities referenced above in Paragraph 1 may be implemented, both parties shall negotiate details and resolve the issues involved therewith and enter into an Agreement pertaining to that activity ("Program Specific Agreement"). The term of such Program Specific Agreements shall not extend beyond three years in length. Each such Program Specific Agreement shall be subject to the availability of any resources required for the activity; provided, however, in the event financial commitments are stated, the term of such agreements may not extend beyond one year in length.

3. **Funding** The parties agree that each activity undertaken pursuant to this MOC shall be dependent on the availability of funds, and financial arrangements for each activity shall be negotiated prior to entering into a Program Specific Agreement related thereto. The parties agree that they shall use reasonable efforts to find adequate financial resources for the activities and exchanges/programs undertaken pursuant to this MOC. This MOC does not obligate any particular expenditure or commitment of resources or personnel or require either party to enter into any contract or other obligation.

4. **Term** This MOC shall become effective upon execution by both parties and shall continue for a period of five (5) years unless terminated by either party by giving written notice at least 90 days in advance of the stated termination date, provided, however, that termination of this MOC shall not affect activities already in progress pursuant to Program Specific Agreements, which shall continue until concluded by the parties in accordance with the terms of such Program Specific Agreements or as otherwise agreed to by the parties in writing. Both institutions agree to review this MOC periodically to evaluate the progress made in achieving mutual cooperation.

5. **Liaisons** Each party shall designate a person or office to serve as liaison for the relationship established by this MOC. For GSU, the contact will be Jian-Dong Li. For KU, the contact will be KAI Hirofumi. Either party may change its own designated liaison by sending written notice to the other party of such change.

6. **Cooperative Organization** The parties acknowledge that GSU is an entity of the State of Georgia, USA. The Georgia State University Research Foundation, Inc. ("GSURF") is a Georgia non-profit corporation and cooperative organization of GSU established to (a) receive grants from external funding sources, (b) enter into research agreements, and (c) own and control intellectual property, all on behalf of GSU. All Research Agreements under this MOC will be between the Kumamoto University and GSURF. GSURF will then subcontract the performance of all services under each Research Agreement to GSU.

7. **Equal Opportunity** Both parties subscribe to a policy of equal opportunity and do not discriminate on the basis of race, color, gender, age, ethnicity, religion, national origin, or disability unrelated to an individual’s ability to perform the duties of a particular job or position.

8. **Entire Agreement** This document constitutes the entire agreement between the parties and all prior discussions, agreements and understandings between the parties, whether verbal or in writing, are superseded by this MOC. This MOC may be
amended only by means of a written instrument signed by authorized representatives of both parties.

WHEREFORE the parties to this Agreement signify their acceptance of the terms and conditions contained herein by signing in the spaces below.

Board of Regents of the University
System of Georgia by and on behalf of Georgia State University and Center for Inflammation, Immunity & Infection

By: [Signature]
James Weyhenmeyer
VP for Research and Economic Development
Georgia State University

Date: 9/13/13

Graduate School of Pharmaceutical Sciences, School of Pharmacy, Faculty of Life Sciences, Kumamoto University

By: [Signature]
OTSUKA Masami
Dean, Graduate School of Pharmaceutical Sciences
Dean, School of Pharmacy
Kumamoto University

Date: Aug. 29, 2013

By: [Signature]
TAKEYA Motohiro
Dean, Faculty of Life Sciences
Kumamoto University

Date: Aug. 29, 2013

By: [Signature]
TANIGUCHI Isao
President, Kumamoto University

Date: Aug. 29, 2013

In the presence of:

By: [Signature]
Jian-Dong Li
Director, Center for Inflammation, Immunity & Infection
Georgia State University

Date: 

In the presence of:

By: [Signature]
KAI Hirofumi
Director, Research Institute for Drug Discovery
Professor, Faculty of Life Sciences
Kumamoto University

Date: Aug. 29, 2013