MEMORANDUM OF COOPERATION

BETWEEN

BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA
BY AND ON BEHALF OF
GEORGIA STATE UNIVERSITY AND ITS INSTITUTE FOR BIOMEDICAL
SCIENCES, ATLANTA, U.S.A.

AND

GRADUATE SCHOOL OF PHARMACEUTICAL SCIENCES, SCHOOL OF
PHARMACY, FACULTY OF LIFE SCIENCES, KUMAMOTO UNIVERSITY,
KUMAMOTO, JAPAN

In furtherance of the existing Memorandum of Cooperation established in 2013, the Board of Regents of the University System of Georgia by and on behalf of Georgia State University (“Georgia State”) and its Institute for Biomedical Sciences, (formerly Center for Inflammation, Immunity, and Infection), Atlanta, U.S.A. (“IBMS”), and Graduate School of Pharmaceutical Sciences, School of Pharmacy, Faculty of Life Sciences, Kumamoto University (“KU”), Kumamoto, Japan (“GSPS”) renew this Memorandum of Cooperation (the “MOC”) in order to maintain government support and continue international cooperation in education and research. (Georgia State and KU are referred to individually as the “Party” and jointly as the “Parties”).

1. **Purpose of MOC** Both parties agree to pursue 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.
**The parties acknowledge that Georgia State University 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 Georgia State 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 Georgia State University. 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 Georgia State.

**Please note:** Georgia State’s Travel Advisory Policy governs international travel by Georgia State students, faculty and staff. Travel must be approved by specified Georgia State administrators.

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 Section 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 Agreement shall not extend beyond five (5) 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 (1) 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.

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 IBMS, the contact will be Jian-Dong Li, Director, Institute of Biomedical Sciences, 714 Petit Science Center, 100 Piedmont Ave SE, Atlanta, GA 30303, Phone: +1-404-413-3574 and jdl@gsu.edu. For GSPS, the contact will be Hirofumi Kai, Dean, Graduate School of Pharmaceutical Studies, Dean & Professor, School of Pharmacy and Graduate School of
6. **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.

7. **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 Institute for Biomedical Sciences

By: [Signature]
Jian-Dong Li
Director, Institute for Biomedical Sciences
Georgia State University

Date: September 13, 2018

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

By: [Signature]
Hiroyuki KAI
Dean, Graduate School of Pharmaceutical Sciences
Dean, School of Pharmacy
Kumamoto University

Date: Sep. 13, 2018

By: [Signature]
Yukio ANDO
Dean, Faculty of Life Sciences
Kumamoto University

Date: Sep 13, 2018