

Memorandum of Understanding
between
The Regents of the University of California, as Management
and Operating Contractor for
Lawrence Berkeley National Laboratory
and
Tohoku University, Japan
Concerning Collaboration in the Field of Synchrotron Science
and Technology

This Memorandum of Understanding (MOU) is between The Regents of the University of California (The Regents), in its capacity as the manager and operator of the Lawrence Berkeley National Laboratory (LBNL) (on behalf of the Advanced Light Source) and Tohoku University (on behalf of the Synchrotron Light in Tohoku, Japan (SLIT-J) project in Sendai, Japan).

LBNL is a U.S. Department of Energy (DOE) National Laboratory managed and operated by The Regents pursuant to DOE Contract No. DE-AC02-05CH11231.

The Regents and Tohoku University are collectively herein referred to as the "Participants" or individually as a "Participant."

1. Objective

The Participants intend to explore potential future collaboration in the fields of synchrotron science and technology.

2. Proposed Areas of Collaboration

The Participants intend to collaborate in one or more of the following areas:

- A. Technologies for producing synchrotron radiation
- B. New protocols for using synchrotron radiation in scientific research.

The scope of above activities and cooperation may be changed or extended to other areas by mutual written consent of the Participants.

3. Proposed Forms of Collaboration

March 18, 2020

The Participants expect to collaborate through mutual visits, the exchange of publicly available information, exchanges of researchers and experts, training and planning for potential future joint research, with any future collaborative research to be undertaken only pursuant to an appropriate written agreement therefor.

4. Proposed Mechanisms of Collaboration

- a. To coordinate collaborative activities under this MOU, each Participant should designate one or more principal coordinators to be in charge of the collaboration, through whom all requests and plans of that Participant should be made.
- b. The principal coordinators may hold meetings when necessary to discuss matters related to collaboration under this MOU.
- c. The principal coordinator for The Regents is Dr. Michael Witherell, Director, LBNL, or, in the alternative, Stephen Kevan, Division Director, Advanced Light Source. The principal coordinator for Tohoku University is Dr. Hideo Ohno, University President.

5. Commencement, Modification and Discontinuation

- a. Cooperative activities under this MOU may commence upon signature by the Participants and continue for a 5-year period, unless discontinued in accordance with paragraph b of this Section, or extended in accordance with Paragraph c of this Section.
- b. The Participants may discontinue this MOU at any time by mutual written consent. Alternatively, a Participant that wishes to discontinue its participation in this MOU should endeavor to provide at least thirty (30) days prior written notice to the other Participant(s).
- c. This MOU may be modified or cooperative activities hereunder extended for additional periods by mutual written consent of the Participants.

6. Exchange of Information

The Participants do not anticipate the exchange of business-confidential information or the creation of intellectual property. If the Participants determine that a particular activity may lead to the exchange of business-confidential information or the creation of intellectual property, they should consult with each other and enter into an appropriate written agreement therefor.

7. General Provisions

MOU between The Regents, as managers and operators of LBNL, and
Tohoku University

- a. This MOU does not create any legally binding obligations between the Participants.
- b. Each Participant should conduct the activities contemplated by this MOU in accordance with all applicable laws, regulations and other requirements to which it is subject, including by way of illustration and not by way of limitation, export control laws; environmental, health and safety laws and regulations; and international agreements to which its Government is party.
- c. The conduct of cooperative activities contemplated by this MOU is subject to the availability of funding, personnel, and other resources.
- d. Each Participant is to be responsible for the costs it incurs in participating in cooperative activities under this MOU.

Signed in duplicate:

FOR THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA:

By: Michael Witherell

Name Michael Witherell
:

Title: Director, Lawrence
Berkeley National
Laboratory

Date: 04 / 05 / 2020

Place: Berkeley, CA

FOR TOHOKU UNIVERSITY:

By: Hideo Ohno

Name Hideo Ohno
:

Title: President

Date: April 20, 2020

Place: Sendai

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