

Memorandum of Understanding for Research Collaboration
between
RIKEN Centre for Computational Science, Japan
and
The Research Foundation for The State University of New York- (USA)

This Memorandum of Understanding for Research Collaboration (hereinafter referred to as "MOU") is entered into by and between RIKEN Center for Computational Science, a research center of RIKEN, a National Research and Development Institute duly organized and existing under the laws of Japan, having its head office at 2-1, Hirosawa, Wako, Saitama, 351-0198, Japan (hereinafter referred to as "R-CCS") and The Research Foundation for The State University of New York (hereinafter referred to as "FOUNDATION"), acting on behalf of Stony Brook University (hereinafter referred to as "UNIVERSITY"), having its address at Office of Sponsored Programs, W5510 Melville Library, Stony Brook University, NY 11794-3362 (hereinafter referred to collectively as "INSTITUTION")

R-CCS and INSTITUTION hereinafter referred to collectively as the "Parties" and individually as a "Party".

NOW, THEREFORE, the Parties hereby agree as follows:

Article 1 : Purpose and Collaborative Programs and Activities

The Parties in furtherance of their mutual interests in education and research, and as a contribution to increased international co-operation between them, hereby agree to implement, within the framework of the laws, regulations and guidelines which apply to each of the institutions and subject to the availability of resources, the following programs and activities (hereinafter referred to as "Collaborative Activities"):

- (i) Collaborative effort to explore and discuss potential joint research projects, in particular, future development and tuning of software for A64FX with initial focus on chemistry and materials applications; suites of quantum chemistry software, "NTChem" and "MADNESS"; Scientific and technological information, including lectures and joint seminars and symposia,,
- (ii) Collaborate to discuss future sponsored research, pursuing visiting staff appointments and/or data use agreement(s) to cover further work on the above objectives, or other programs and activities incidental to the foregoing.

The Collaborative Activity shall be limited to peaceful purposes. When implementing joint research projects or other specific programs, especially to use the Supercomputer Fugaku, separate written agreements shall be entered into between the Parties.

Article 2 : Liaison Offices

Each Party shall designate a liaison office for this MOU, to which the other Party shall give all notices and other communications under this MOU as follows:

For R-CCS: Computational Science Promotion Office, Kobe Branch
Email address r-ccs-kyotei@ml.riken.jp

For INSTITUTION: Office of Sponsored Programs, Kathryn Joines
Address: W5510 Melville Library, Stony Brook University, Stony brook, NY 11794-3362
TEL 631-632-1682
Email address kathryn.joines@stonybrook.edu

Article 3 : Proprietary Information

All information and/or research materials held by one Party prior to the commencement of or outside the scope of any specific program or activity under this MOU and provided to the other Party in the course of such specific program or activity shall remain the property of the providing Party, and shall not be used for any purpose other than the specific program or activity hereunder without prior written approval from the providing Party.

The Parties acknowledge that they may possess certain proprietary or confidential information which may be utilized in performance of the activities stated in Article 1 above. Confidential information will only be disclosed to the employees, consultants, affiliates, and students (if applicable) who require the same to fulfil the purposes of the activities. The receiving party shall protect the disclosing party's confidential information with the same standard of care with which the receiving party treats its own confidential information. Confidential information shall be used by the receiving party only with the scope of this MOU. Each party shall, for a period of three (3) years after the termination or expiration of this MOU, maintain the same level of care to prevent the disclosure of a party's confidential information, unless otherwise required.

All written information (including research materials) marked or designated in writing as "Confidential" or similar by the Party providing the information shall be considered as confidential information (hereinafter referred to as the "Confidential Information"). Such Confidential Information shall be kept confidential by the receiving Party and shall not be disclosed to any third party without prior written approval from the providing Party. However, Confidential Information shall not include any information that is:

- (i) already known to the receiving Party at the time of disclosure hereunder; or
- (ii) now or hereafter becomes publicly known other than through acts or omissions of the receiving Party; or
- (iii) is disclosed to the receiving Party by a third party under no obligation of confidentiality to the providing Party; or
- (iv) independently developed by the receiving Party without reliance on the Confidential Information of the providing Party.

Notwithstanding any provision to the contrary herein, the receiving Party may disclose the providing Party's Confidential Information if required to do so in a legal proceeding or before a governmental body, provided that the receiving Party promptly notifies the providing Party of the requirement.

The Parties acknowledge that other than the specific rights expressed and granted in this MOU, no other rights, title, ownership, interests, licenses, copyrights, patents, trademarks or trade secrets are transferred hereunder. Each party shall maintain full ownership interests in any confidential information exchanged hereunder.

Article 4 : Intellectual Property Rights

The Parties acknowledge that all rights, title, ownership, or license to any intellectual property shall be governed by a separate agreement between the Parties.

Article 5 : Publication & Publicity

The Parties acknowledge that the promotion of this partnership is in the best interest of both parties. The Parties intend to actively collaborate on press releases and other publicity and communications to promote this partnership to the mutual benefit of both parties.

Press releases and any publicity or other communication or disclosure by any Party to a non-party regarding this MOU or the relationship among the Parties must be approved by all Parties provided (such consent shall not unreasonably be withheld) in writing, prior to any such press release, public announcement or other disclosure, excluding any communication to another Party to this MOU or internal within any Party. In such a case, the contribution of the other Party shall be acknowledged in accordance with internationally accepted practice.

Article 6 : Dispute Resolution

Any issues that are not addressed or stipulated in this MOU shall be agreed and resolved through negotiation in good faith, and such resolution may be incorporated as written amendments to this MOU by mutual agreement between the Parties. The Parties further agree that any dispute between the Parties will be settled as amicably as possible.

Article 7 : Amendment

Any agreement to change the terms of this MOU in any way shall be valid only if the change is made and approved by mutual agreement in writing executed by authorised representatives of the Parties hereto.

Article 8 : Duration of the MOU

This MOU shall be effective for a period of one (1) year from the date of the last signature of both Parties, on the understanding that subject to review and mutual written agreement it may be renewed upon amendment in accordance with Article 7.

However, this MOU may be terminated by either Party by giving thirty (30) days' prior written notice to the other Party. If this MOU is terminated for any reason, the Parties shall make all reasonable efforts to complete or put in place adequate arrangements to complete each Party's commitments to the various on-going specific programs or activities.

Article 9 : Compliance with Laws, Regulations and Conventions

All research activities conducted in connection with the Collaborative Activities under this MOU shall be done in compliance with all applicable laws, regulations and guidelines of the countries or regions and institutions in which the research is conducted, and international conventions and protocols ratified by the country or region to which each Party belongs.

Article 10: Use of Name:

Notwithstanding the provisions of Article 3, above, nothing contained in this MOU shall be construed as conferring any right to use in advertising, publicity or other promotional activities any name, trade name, trademark or other designation of either Party (including any contraction, abbreviation or simulation of any of the foregoing) without the express written consent of the Party, which consent will not be unreasonably withheld.

Article 11: No Liability

No Party shall make a claim against, or be liable to, any other Party or its affiliates or agents for any damages, including (without limitation) incidental, consequential, special or indirect, punitive, damages or lost profits or injury to business reputation, resulting from the continuation or abandonment of negotiations. A Party's undertaking to develop information or technology

and/or acquire personnel or capital assets or other detrimental reliance shall be at its own risk and such Party shall not make a claim against any other Party for any such reliance damages.

Article 12 : Miscellaneous

This MOU may be executed in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. A portable document format (PDF) copy of an executed counterpart signature page will be as valid as an originally executed counterpart for purposes of signing this MOU.

All agreements drafts, "term sheets", memoranda, if any, and other communications respecting the agreements or activities related thereto prepared or exchanged in the course of negotiations, even if signed by one or all Parties, shall be considered confidential information subject to Article 3 above and are deemed preliminary and shall not be legally binding unless subsequently incorporated into a separate agreement.

IN WITNESS WHEREOF the Parties hereto have caused this MOU to be duly executed by their authorised representatives.

For R-CCS:



MATSUOKA Satoshi
Director
RIKEN Center for Computational Science

Date: 30 July 2021

For INSTITUTION:



JOINES Kathryn
Contracts & Clinical Trials Specialist
The Research Foundation for The SUNY

Date: August 26, 2021