

**MEMORANDUM OF AGREEMENT FOR ACADEMIC COOPERATION
BETWEEN
DEPARTMENT OF MATERIALS SCIENCE AND CHEMICAL ENGINEERING
STATE UNIVERSITY OF NEW YORK NAME AT STONY BROOK, USA
AND
DEPARTMENT OF EARTH RESOURCES AND ENVIRONMENTAL ENGINEERING
HANYANG UNIVERSITY, SOUTH KOREA**

This MEMORANDUM OF AGREEMENT FOR ACADEMIC COOPERATION (“MOA”) is entered into by and between the STATE UNIVERSITY OF NEW YORK (“SUNY”), an educational corporation, acting through and on behalf of the State University of New York at Stony Brook, located at 100 Nicolls Road, Stony Brook, New York, USA (hereinafter referred to as “SBU”), and HANYANG UNIVERSITY located at 222 Wangsimni-ro, Seongdong-gu, Seoul, South Korea (hereinafter referred to as “HYU”). SUNY, SBU and HYU may hereinafter collectively be referred to as the “Parties,” and individually as a “Party.”

ARTICLE 1. PURPOSE AND SCOPE

In recognition of the proven value of international experiences for students, faculty, and staff, and to strengthen cultural and educational links between SBU and HYU, the Parties enter into this MOA to guide the Parties as they explore potential collaborations to facilitate academic cooperation and educational exchanges between both institutions.

Both Parties will make reasonable efforts to cooperate in the fields with which both Parties are concerned. Specific areas of potential collaboration and cooperation between the Parties may include, but are not limited to, the following:

- 1) Visits to the other institution by faculty members and researchers for conferences, seminars, lectures and discussions;
- 2) Development of joint research activities;
- 3) Development of joint degree programs; and
- 4) Creation of opportunities for student mobility.

In a manner consistent with Article 4 of this MOA, any and all collaboration and cooperation between the Parties in any of the areas listed above shall be described in further detail in one or more separate written agreements, to be entered into at a later date that contain mutually acceptable terms and conditions, and specifies the responsibilities, rights, and obligations of the Parties. Such separate written agreement(s) shall address issues such as, but not limited to, confidentiality of information, intellectual property rights, publication, funding, involvement of students and faculty, use of facilities, and disclosure and protection of data.

ARTICLE 2. COMMUNICATION

Each Party will designate an individual to coordinate all endeavors that may derive from this MOA and to report on the results of this MOA to such Party. For this purpose, HYU designates the Chair of the Department of Earth Resources and Environmental Engineering, and SBU designates the Senior International Officer of the Office of Global Affairs. Either Party may change its designated liaison by written notification to the designated liaison of the other Party in accordance with the terms of this MOA. Each Party agrees to inform the other in the event that any of the following occur:

1. Any material change(s) in the academic programs, standing, or accreditation of their respective institution; or
2. Any change(s) in faculty, staff or programs that directly effects areas of collaboration between the Parties pursuant to this MOA.

ARTICLE 3. TERM AND TERMINATION

This MOA shall be effective as of the last date of the signatures hereto (“Effective Date”) and shall remain in force for five (5) calendar years unless terminated as provided herein. This Agreement may only be extended, with or without modifications, at the discretion of the Parties upon their mutual agreement and in the form of a new written document that shall make reference to this MOA.

Either Party may terminate this MOA at any time during the term by providing 90 days prior written notice to the other Party. The termination of this MOA will not impact the status of other agreement(s) between the Parties, if any.

ARTICLE 4. FUTURE AGREEMENTS CONCERNING POTENTIAL COLLABORATIONS AND COOPERATIVE PROGRAMS

This MOA does not legally bind the Parties to any current or future financial expenditure(s) or commitment(s) or obligate the Parties to any potential research, educational or workforce development collaboration(s), or cooperative program(s). Each Party will bear its own costs associated with preparation of this MOA and any subsequent agreement(s) concerning potential collaboration(s) and cooperative program(s) as described in Article 1 hereof.

Without limitation to the foregoing:

- (a) all funding and program requirements for such future potential collaboration(s) and cooperative program(s) consistent with the intent of this MOA will be subject to a separate written agreement before the start of any such program or project;

- (b) the Parties intend for this MOA to be non-binding, as material terms to such future potential collaboration(s) and cooperative program(s) remain unresolved; and
- (c) the Parties are not legally bound to each other with respect to such future potential collaboration(s) and cooperative program(s) unless and until a definitive separate written agreement is finalized and executed by a duly authorized representative of each Party and, if applicable, upon the approval of the New York State Office of Attorney General (OAG) and New York Office of the State Comptroller (OSC).

ARTICLE 5: FREEDOM OF INFORMATION LAW

HYU acknowledges that this MOA is subject to public disclosure pursuant to the New York State Freedom of Information Law ("FOIL") as set forth in Article 6 of the New York State Public Officers Law.

ARTICLE 6: GENERAL TERMS

A. **Merger; Amendments and Modifications.** This MOA sets forth the entire agreement of the Parties and supersedes all prior proposals, representations, communications, negotiations, and agreements between the Parties whether oral or written, with respect to its subject matter. This MOA shall not be modified or supplemented except upon the mutual written consent of duly authorized representatives of the Parties hereto, and if applicable, upon the approval of the OAG and OSC.

B. **Timing of Announcements.** The timing and content of any press or news releases concerning or relating to this MOA will be mutually agreed upon by the Parties. The Parties agree that their respective trademarks, service marks, and logos are registered trademarks or are owned by the respective Parties (the "Licensed Marks"). Consistent with the terms of this MOA, the Parties agree not to use, reproduce, copy, or create materials bearing each other's name, logos or Licensed Marks without the prior written permission of the owner Party.

C. **Counterparts:** This MOA may be executed in two (2) or more counterparts, each of which will be deemed an original, and all of which together will constitute one (1) and the same instrument. SUNY is not currently able to accept electronic signatures, including digital or scanned, for this MOA. Therefore, the Parties agree that each Party must sign with a handwritten ("wet ink") signature. A PDF or other electronic copy of the handwritten signed document delivered by email will be deemed as effective as the original for purposes of execution and enforcement.

D. **Notices.** All notices, requests, demands, and other communications required or permitted hereunder shall be in writing and delivered in person, or by nationally recognized overnight courier service, with delivery receipt, or by certified mail, return receipt requested, postage prepaid, to the addresses set forth below:

**STATE UNIVERSITY OF NEW YORK AT
STONY BROOK**

Address: Room 314, Engineering Building,
Stony Brook University, Stony Brook, NY 11794
Attn: Chair of the Department of Materials
Science and Chemical Engineering
Phone: +1-631-632-8499

HANYANG UNIVERSITY

Address: 222 Wangsimni-ro, Seongdong-gu,
Seoul, Republic of Korea
Attn: Chair of the Department of Earth
Resources and Environmental Engineering
Phone: +82-2-2220-4642

Or to such other address as may be hereafter designated by notice. All notices become effective only when received by the addressee.

WHEREFORE, the Parties hereto acknowledge the terms and conditions herein and have caused their duly authorized representatives to sign this MOA as of the date(s) set forth below.

**STATE UNIVERSITY OF NEW YORK AT
STONY BROOK**



Signature

Name: Dilip Gersappe

Title: Chair of the Department of Materials
Science and Chemical Engineering

Date:

HANYANG UNIVERSITY



Signature

Name: Hocheol Song

Title: Chair of the Department of Earth
Resources and Environmental Engineering

Date: