MEMORANDUM OF COOPERATION

Between

National Institute of Radiological Sciences, National Institutes for Quantum and Radiological Science and Technology, Anagawa, Inage-ku, Chiba-shi, Chiba 263-8555, Japan and Centre for Advanced Research in Environmental Radioactivity, Faculty of Science, Mangalore University, Mangalagangothri-574199, Mangalore, India

The National Institute of Radiological Sciences, National Institutes for Quantum and Radiological Science and Technology (QST-NIRS), Japan and the Centre for Advanced Research in Environmental Radioactivity (CARER), Faulty of Science, Mangalore University, India, aiming to promote their cooperation in academic education and research, have made this Memorandum of Cooperation ("MoC").

QST-NIRS and CARER, Mangalore University (hereinafter referred to individually as "Participant" and collectively as "Participants") will conduct the cooperation under the MoC in accordance with the laws and regulations of the respective countries. This MoC sets forth the terms and conditions of the framework for the cooperation between the Participants.

1. Forms of Cooperation

Within areas of radiation protection with particular emphasis on environmental radioactivity, and radioecology with particular emphasis on radon and thoron, the following forms of cooperation between Participants, may be pursued hereunder:

1.1 Exchange of scientific information,
1.2 Exchange of scientists and specialists,
1.3 Joint research activities,
1.4 Visits by, and exchange of, scientists and teachers,
1.5 Mutual use of each other's facilities, and
1.6 Other forms as mutually decided.

2. Specific Cooperation Projects

Specific cooperation projects will be negotiated separately between the Participants and be established in separate written agreements stating the rights and obligations of the respective Participants. In case of any ambiguity or conflict of the terms between this MoC and a separate agreement mentioned above, the terms and conditions of such separate agreements will prevail.

3. Conditions for the Use of Results and Intellectual Property from Cooperation

The Participants decide that the conditions regarding the use of results and scientific information acquired through cooperation under this MoC cooperation (here in after referred to as the "Results") will be as follows:

3.1. Neither Participant will transfer the Results to any third party without the prior consent of the other Participant,

3.2. The Participant providing its own scientific information to the other Participant will retain ownership of such information,

3.3. If either Participant applies for a patent based on the Results, the Participant will consult and obtain permission from the other Participant before submission of the patent application, and the Participants will confirm who owns such intellectual property rights and how to handle and enforce such intellectual property rights,

3.4. When publishing or releasing the Results to any third party, the Participants will negotiate and decide upon in advance such issues as authorship, confidentiality of scientific information, and when and in what manner the Results should be published and released. The Participants will also make clear that the Results were obtained from the cooperation under this Memorandum.

3.5. Either Participant will protect confidential information relating to the other Participant, which is designated as "Confidential", "Proprietary" or by similar designation by the other Participant. The Participant will also ensure that employees who have access to the information will protect the information. This requirement will not apply if the information is public knowledge, if it is already known to the receiving Participant before being supplied by the providing Participant, or if it is received from a third party without infringement of any requirement to protect confidential information. The above-mentioned requirements will survive the end of the Memorandum for a period of five (5) years thereafter.

4. Financial Arrangements

Cooperation under this MoC will be conducted within the assigned budget of Participants and subject to their actual financial conditions. Both Participants may seek financing of joint activities from internal and external sources available to them.

5. General Coordinators

Each Participant designates one general coordinator as provided below to oversee and facilitate the implementation of any agreements arising out of this MoC.

For QST-NIRS:
Dr. Janik Miroslaw, Researcher
Radiation Measurement Research Team,
Dept. of Radiation Measurement and Dose Assessment
E-mail: janik.miroslaw@qst.go.jp
Tel: +81 (0)43 206 3442

For CARER, Mangalore University
Dr. Karunakara Naregundi
Coordinator, CARER
E-mail: drkarunakara@gmail.com
Tel: + 91 824 2287733

6. Liability

Except for loss or damages caused through gross negligence or intent, the Participants will have no liability to each other hereunder.

7. Legal Relationship

This MoC will be construed as a statement of purpose to promote a genuine and mutually beneficial collaboration between the Participants. Nothing in this MoC will create any legal relationship between the Participants.

8. Commencement, Renewal and Termination

This MoC will become effective from the date of the last signature hereto and will remain in force for a period of five (5) years, with a possibility for renewal at the end of the five-year-period, subject to the Participants' written agreement. Either Participant may terminate this MoC by giving six (6) months' advance notice in writing to the other Participant.

This MoC has been drawn up in two (2) original copies in the English language, each Participant receiving one duly signed copy hereof.

Signed on behalf of National Institute of Radiological Sciences, National Institutes for Quantum and Radiological Science and Technology:

Place: Chiba, Japan
Date: July 30, 2018

Koji Noda

Dr. Koji Noda
Managing Director

Signed on behalf of Centre for Advanced Research in Environmental Radioactivity, Faculty of Science, Mangalore University

Place: Mangalagangothri, India
Date:

The Registrar

Registrar
Mangalore University
MangalaGangothri - 574199