

## MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding (MOU)** is made on 26 June 2024 by and between

- (1) **NATIONAL UNIVERSITY OF SINGAPORE**, a public company limited by guarantee incorporated in Singapore with its registered address at 21 Lower Kent Ridge Road, Singapore 119077, acting through its Office of Deputy President (Research & Technology) (**NUS**); and
- (2) **UNIVERSITY OF SCIENCE AND TECHNOLOGY OF CHINA**, a research university established in the People's Republic of China with its registered address at No. 96, Jinzhai Road, Hefei, Anhui, 230026, People's Republic of China, acting through its School of Chemistry and Materials Science; School of Physical Sciences, Division of Life Sciences and Medicine, and School of Information Science and Technology (**USTC**).

hereinafter individually referred to as a **"Party"** and collectively as the **"Parties"**.

### WHEREAS:

- (A) The Parties wish to promote joint research and development activities of mutual interest and benefit in the area(s) of green energy, materials, healthcare, and information science (the **Areas of Interest**) in accordance with their respective needs and objectives.
- (B) The purpose of this MOU is to record formally the Parties' intention to explore and determine the areas and subject of collaboration and to set out the general principles under which the Parties intend to co-operate.

## 1 AREAS OF CO-OPERATION

1.1. The Parties intend to collaboratively pursue the following research activities of mutual interest:

- (a) joint research projects of mutual interests in the Areas of Interest;
- (b) visits by staff and students for discussion and participation in joint research and development activities, seminars and conferences;
- (c) exchange of scientific, academic and technical information and appropriate academic materials and other information of mutual interest.

(each a **Collaborative Activity** and collectively the **Collaborative Activities**).

## 2 ARRANGEMENTS AND FUNDING

2.1. Each Party may appoint representatives to help drive, oversee and facilitate the Collaborative Activities contemplated under this MOU.

- 2.2. To implement the Collaborative Activities envisaged under this MOU, representatives of the Parties may meet periodically to negotiate and conclude specific programmes of cooperation (the **Projects**), including the terms for their financing, with each other and, as the case may be, with other parties provided that neither Party shall have the power to bind the other Party without the other Party's consent in writing. To implement any Project, the Parties shall enter into a specific and legally binding definitive agreement (the **Project Agreement**) on such terms as may be mutually agreed in writing.
- 2.3. In the absence of any Project Agreement or other specific agreement to the contrary, the Parties agree that all expenses, including but not limited to, salary, travel, living and associated costs relating to each Project and any Collaborative Activity shall be borne by the Party who incurs such expenses.

### **3 INTELLECTUAL PROPERTY, INVENTIONS AND INNOVATIONS**

- 3.1. The terms with respect to title to, protection, use and exploitation of intellectual property or results arising from any Project or joint research activities will be negotiated on a project-by-project basis, with the mutually agreed terms to be set out in the relevant Project Agreement.
- 3.2. All intellectual property and materials disclosed or introduced by a Party to the other Party in connection with this MOU shall remain the property of the disclosing Party.

### **4 PUBLICATION OF ARTICLES**

- 4.1. Each Party shall be able to publish the findings of the Projects in journals or electronic repositories, or present them at a conference or seminar, subject to the safeguards to be set out in the relevant Project Agreement.

### **5 CONFIDENTIALITY**

- 5.1. No Party shall disclose information which it considers to be proprietary or confidential and/or personal data to the other Party in connection with any Collaborative Activity or Project, unless the terms with respect to the disclosure and use of such information and/or personal data are negotiated by the Parties, with the mutually agreed terms to be set out in a non-disclosure agreement and/or the relevant Project Agreement.
- 5.2. All information or materials provided by a Party to the other Party are provided "as is" without any representation or warranty, express or implied, as to the accuracy, completeness, merchantability or fitness for a particular purpose or non-infringement of third party rights.

### **6 PUBLICITY AND USE OF NAMES**

- 6.1. Except with the prior written consent of the other Party, each Party shall not:
  - (a) use the name or logo of the other Party for any purpose;

- (b) publish any news releases, publicity or marketing materials, or advertisements, or make any references, statements, announcements or denial or confirmation in any medium concerning the existence of this MOU and/or all or any part of the discussions relating to this MOU; and
- (c) disclose the terms of this MOU to any third party (except for the purpose of reviewing by legal counsel).

6.2. Subject to **Clause 6.1**, each Party may notify third parties of the existence of this MOU.

6.3. Notwithstanding any provision in this MOU which states the contrary, upon a request or directive from any governmental or regulatory authority regulating the activities of a Party (the **Authority**), that Party may disclose (i) the terms of this MOU, (ii) information on, and the names of the representatives involved in, the Collaborative Activities, and (iii) any other information relating to this MOU to the Authority in compliance with such request or directive.

## **7 TERM OF MOU**

7.1. This MOU shall commence on the date first written above (the **Effective Date**) and shall remain in force for a period of three (3) years. A Party may terminate this MOU by giving no less than two (2) months prior written notice to the other Party of its desire to terminate. This MOU may be extended by the mutual agreement of the Parties in writing.

7.2. The termination of this MOU shall not affect the implementation of the Projects established under any Project Agreement made pursuant to this MOU prior to such termination except in accordance with such Project Agreement.

## **8 AMENDMENTS**

8.1. This MOU sets forth the entire understanding between the Parties regarding the subject matter hereof and supersedes any prior or contemporaneous written or oral understanding of the Parties. This MOU may be amended and supplemented in writing at any time by the mutual consent of the Parties in writing.

## **9 DISPUTE RESOLUTION**

9.1. All disputes arising under or in connection with this MOU shall be amicably resolved at the least senior level appropriate by consultation and negotiation. Any dispute which cannot be so resolved shall be referred to the respective authorised senior management representatives of the Parties for resolution. Any unresolved dispute may be submitted to such alternative dispute resolution mechanism as may be agreed in writing between the Parties.

## 10 NON-BINDING NATURE OF THIS MOU

10.1. Despite the statements and obligations expressed herein and save for **Clauses 3, 5, and 6**, this MOU is a non-binding expression of the current intentions of the Parties, and neither Party will incur nor be bound to any legal obligations or expense hereunder to the other Party until and unless definitive agreements have been negotiated and executed by the Parties' respective authorised representatives. **Clauses 3, 5, and 6** shall survive the expiry or termination of this MOU and shall be legally enforceable in accordance with their terms in any court of competent jurisdiction.

## 11 GOVERNING LAW

11.1. This MOU shall be governed by and construed in accordance with the laws of the Republic of Singapore.

## 12. COUNTERPARTS AND ELECTRONIC EXECUTION

12.1. This MOU is executable in counterparts, each of which constitutes an original, and all of which together constitute one and the same agreement PROVIDED THAT this MOU shall be of no force and effect until all counterparts are exchanged. This MOU and any counterparts may be executed electronically by emailed portable document format (**PDF**) document (or other mutually agreeable document format) and such electronic version shall be treated as an original.

**IN WITNESS WHEREOF** the Parties hereto have caused this MOU to be duly executed on the day and year first abovementioned.

For and on behalf of:

**NATIONAL UNIVERSITY OF SINGAPORE**



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Name: TAN Eng Chye

Designation: President

For and on behalf of:

**UNIVERSITY OF SCIENCE AND TECHNOLOGY  
OF CHINA**



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Name: Xinhe BAO

Designation: President