

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
MATERIAL MEASUREMENT LABORATORY OF  
NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY  
AND  
NATIONAL INSTITUTE FOR MATERIALS SCIENCE**

**Article I. Scope and Objectives**

- A. The purpose of this Cooperation MOU (hereinafter referred to as the "MOU") is to strengthen and promote research collaboration between Materials Science and Engineering Laboratory (MSEL) of National Institute of Standards and Technology (NIST) and National Institute for Materials Science (NIMS) (hereinafter individually referred to as a "Participant" and collectively referred to as the "Participants") based upon the principles of equality, reciprocity, mutual respect, best effort and frequent interactions.
- B. This MOU is a statement of intent to facilitate the exchange of scientific and technical knowledge services and the augmentation of scientific and technical capabilities of the Participants with respect to the materials and engineering measurement sciences.

**Article II. Areas and Forms of Cooperation**

- A. Cooperative activities under this MOU may consist of exchange of technical and administrative information based upon the public information, reference data and materials, calibrations, and standards; exchange visits; cooperative research in disciplines within the scope of programs of the Participants and other forms of cooperative activities as may be mutually agreed upon.
- B. Areas of cooperation may include, but are not limited to, areas of mutual interest such as:
  - 1. Assignments of guest scientists to each other's laboratories for periods to be agreed upon by the Participants, as permitted under existing laboratory policies and programs;
  - 2. Cooperative research projects carried out partially in each institution, including cooperation in the production of Standard Reference Data;
  - 3. Mutual development and exchange of Standard Reference Materials;
  - 4. Intercomparisons of primary and national standards;
  - 5. Participation in seminars, workshops, and training courses in each other's laboratories;
  - 6. Exchange of publications;
  - 7. Other activities as may be agreed.

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### **Article III. Financial Obligations**

Cooperative activities under this MOU are subject to and dependent upon the availability of appropriated funds, personnel, and resources. Neither Participant is required to obligate funds pursuant to this MOU. Any other financial arrangements will be negotiated on a case-by-case basis, as permitted by relevant law and regulation.

### **Article IV. Intellectual Property**

- A. **Background Inventions.** No rights to Background Inventions are conveyed by this MOU.
- B. **Copyrights.** Pursuant to Section 105 of title 17 of the United States Code, data prepared by NIST employees, and Data prepared jointly by NIST employees and NIMS employees, are not subject to copyright in the United States.
- C. **Publication.** The parties are encouraged to make publicly available the results of their research.
- D. **Patent Applications.** Each Participant may file patent applications on their respective sole inventions.

### **Article V. Planning and Review of Activities**

- A. The Participants should name representatives who, at times mutually established shall plan and review activities under this MOU and use their best abilities to mitigate disputes, if any arise.
- B. The point of contact for implementation of these activities for NIST shall be the Materials Science and Engineering Laboratory and for NIMS shall be the Research Collaboration Office, External Collaboration Division.

### **Article VI. Term and Termination**

This MOU is effective from the date of the last signature for a period of five (5) years, unless terminated earlier by either Participant.

Either Participant may terminate this MOU for its convenience at any time upon sixty (60) days prior written notice to the other Participant.

Expiration or termination of this MOU shall not affect the collaboration already in progress under a project agreement, which shall be controlled by the terms of such project agreement.

This MOU may be amended or extended by written agreement of the Participants.


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## Article VII. Non-Binding

Articles I, II and V of this MOU are a statement of intent and are not legally binding upon the Participants and shall not create legally enforceable rights and cannot be the basis of any legal claim between the Participants to this MOU.


IN WITNESS WHEREOF, the Participants hereto have caused this MOU to be executed by their respective duly authorized representatives.

FOR MATERIAL MEASUREMENT  
LABORATORY  
NATIONAL INSTITUTE OF  
STANDARDS AND TECHNOLOGY

  
By: Laurie Locascio  
Title: Director, Material Measurement  
Laboratory

Date: 7/29/2013

FOR NATIONAL INSTITUTE FOR  
MATERIALS SCIENCE

  
By: Yoshio Aoki  
Title: Director, External Collaboration  
Division

Date: July 19, 2013