

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**NATIONAL INSTITUTE OF NEUROLOGICAL DISORDERS AND STROKE**  
**NATIONAL INSTITUTES OF HEALTH, USA**  
**AND**  
**NATIONAL INSTITUTE FOR PHYSIOLOGICAL SCIENCES**  
**OKAZAKI NATIONAL RESEARCH INSTITUTES, JAPAN**  
**FOR**  
**A BRAIN RESEARCH COOPERATIVE PROGRAM**

**I. PURPOSE**

The National Institute of Neurological Disorders and Stroke, National Institutes of Health, USA and the National Institute for Physiological Sciences, Okazaki National Research Institutes, Japan (the Institutes), share common interests in brain research. An agreement was signed on June 20, 1988 titled "Agreement Between the Government of Japan and the Government of the United States of America on Cooperation in Research and Development in Science and Technology" (the Agreement) that specifically identifies life sciences as a main area for cooperative activity. The Institutes hereby establish a brain research cooperative program based on the Agreement. The main focus of this cooperative program is studies of the molecular, cellular, and integrative mechanisms of mammalian, including human, brain function.

**II. COOPERATIVE ACTIVITIES**

Cooperative activities in this program may include:

- a) Collaborative research projects between scientists in both countries.
- b) Information exchange via workshops and seminars.
- c) Other exchanges of information as may be required or appropriate.
- d) Exchange of scientists.
- e) Other cooperative activities as may be mutually agreed.

Participation of the Institutes in these cooperative activities will be subject to availability of appropriated funds and to the applicable laws and regulations of each country.

**III. CONFIDENTIAL INFORMATION, INTELLECTUAL PROPERTY, INVENTIONS, AND COPYRIGHTS**

Ownership and distribution of rights of a proprietary nature that result from the cooperative activities shall be governed by the provisions of Annex IV of the Agreement titled, "Protection and Distribution of Intellectual Property Rights and Other Rights of a Proprietary Nature."

The Agreement requires, among other things, that inventions be promptly disclosed by the inventing party to the other party, and that documentation and other necessary information be furnished to enable the

other party to establish rights to which it may be entitled. The owner of any invention created under this agreement shall have the right to dispose of that invention in any manner consistent with its internal policies. Allocation of the rights to and benefits from an invention made as a result of joint research shall be agreed in the terms and conditions established between the parties before the commencement of the joint research.

The Institutes understand that any written work produced, including software, by a U.S. Government employee under this MOU, is excluded from U.S. copyright protection. Foreign copyright protection for such works may be available in other countries, including Japan. Japanese copyright protection shall be governed by the laws and regulations of Japan. Allocation of the rights to and benefits from copyrighted works produced as a result of joint research shall be agreed in the terms and conditions established between the parties before the commencement of the joint research.

#### IV. EFFECTIVE PERIOD, LANGUAGES, AND REVISIONS

This Memorandum of Understanding shall become effective when signed by authorized representatives of both Institutes, and it shall remain in effect until the expiration or termination of the Agreement. The expiration or termination of the Agreement will not affect completion of any project or program undertaken under this Memorandum of Understanding and not completed at the time of expiration or termination. The expiration or termination of this Memorandum of Understanding shall not affect a party's continuing obligations under Article III unless otherwise agreed by the parties.

This Memorandum of Understanding is written in duplicate in the English and Japanese languages, and both texts are equally authentic.

This Memorandum of Understanding can be revised by written agreement of the Institutes.

#### V. SIGNATURES

Gerald D. Fischbach, M.D., Director  
National Institute of Neurological Disorders and Stroke  
National Institutes of Health  
Bethesda, MD  
USA

Signature: \_\_\_\_\_



Date: \_\_\_\_\_

9/29/00

Kazuo Sasaki, M.D., Ph.D., Director General  
National Institute for Physiological Sciences  
Okazaki National Research Institutes  
Okazaki  
Japan

Signature: \_\_\_\_\_



Date: \_\_\_\_\_

17th Oct., 2000