

MEMORANDUM OF UNDERSTANDING

between

the Japan Geoscience Union

and

the American Geophysical Union

This Memorandum of Understanding (MOU) between the Japan Geoscience Union (hereafter "JpGU") and the American Geophysical Union (hereafter "AGU") (each a "Party") is valid from the date of the last signature (Effective Date) and shall be reviewed every three (3) years, unless otherwise terminated earlier. The MOU is based on the mutual interest of JpGU and AGU in furthering common goals and objectives including fostering international exchange in scientific research and promoting international opportunities of the membership of the Parties.

- A. PARTIES' RESPONSIBILITIES.** Each Party commits to work with the other Party to undertake the following under this MOU as described in Appendix 1. The scope of responsibilities (Appendix 1) can be amended as agreed upon by both Parties.
- B. PRINCIPAL CONTACTS.** Each Party will name an official point of contact for the relationship. The points of contact as stipulated in Appendix 2 will coordinate the further connections within each organization. Principal contacts may be changed at any time with notice in writing to the other Party.
- C. TERM.** This MOU shall take effect on the date the last signature is affixed hereto and shall govern the conduct of the Parties efforts until a periodical review is made after three years, or unless terminated earlier by providing at least 30 days' advance written notice to the other Party.
- D. CONFLICT OF INTEREST.** The Parties shall not derive any personal profit or gain, directly or indirectly, by reason of their participation.
- E. INTELLECTUAL PROPERTY.** Each Party will retain ownership of its pre-existing Intellectual Property. Any work that is developed jointly, including work that derives from pre-existing intellectual work owned by either Party, will be available, with joint attribution, to both Parties for noncommercial use. We agree to use the Attribution-Non Commercial-Share Alike Creative Commons (CC BY-NC-SA) License or equivalent. This license "lets others remix, tweak, and build upon your work non-commercially, as long as they credit you and license their new creations under the identical terms."

F. PUBLICITY & USE OF NAME. Neither Party shall use directly or by implication the names of the other Party or any of the other Party's affiliates or contractors, nor any abbreviation thereof, in connection with any activities under this MOU without the prior written permission of the other Party, with the exception of general and ongoing acknowledgement of the partnership and use of the logo in materials of each Party that list their Partners.

All requests for additional approvals shall be made to each Party's Principal Contact. Neither Party shall issue or release any announcement, statement, press release, or other publicity or marketing materials in relation to this MOU or use the other Party's trademarks, except as expressly permitted under this MOU or with the prior written consent of the other Party.

G. TERMINATION. Either Party may terminate the agreement at any time by providing written notice thirty (30) days in advance of termination.

H. SEVERABILITY. If any portion of this MOU will be held invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remainder of this MOU will not be affected or impaired thereby.

I. NO WAIVER. If either Party does not exercise any right provided for in this MOU, this does not mean that the Party waives the right to exercise it in the future.

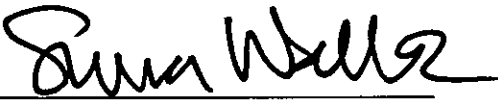
J. LEGAL RELATIONSHIP. Nothing in this MOU shall create or be deemed to create a legally binding partnership or to have created the relationship of principal and agent, a membership or any other legal entity between the Parties.

K. FORCE MAJEURE. Neither Party will be liable to the other Party under this MOU for failures of performance resulting from acts or events beyond the reasonable control of such Party, including by way of example and not limitation, acts of nature, civil or military authority, civil disturbance, war and strikes. In such event, each Party will use its best efforts to perform its duties and responsibilities under this MOU. In the event that such force majeure should obstruct the performance of this MOU for more than thirty (30) calendar days, the Parties shall consult with each other to determine whether this MOU should be modified or terminated.

L. ENTIRE AGREEMENT. This MOU constitutes and contains the entire agreement among the Parties covering the performance hereof and supersedes any prior oral or written agreements related to the subject matter of this MOU.

IN WITNESS WHEREOF, the Parties have caused authorized representatives to execute this MOU.

Japan Geoscience Union



Simon Wallis

President, JpGU

Date: 31 May 2024

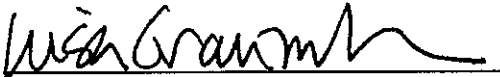


Kiyoshi Suyehiro

Secretary General, JpGU

Date: 31 May 2024

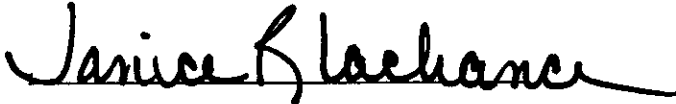
American Geophysical Union



Lisa Graumlich

President, AGU

Date: 31 May 2024



Janice Lachance

Interim CEO/Executive Director, AGU

Date: 31 May 2024

APPENDIX 1: PARTIES' RESPONSIBILITIES. Each Party commits to work with the other Party to undertake the following under this MOU:

1. Exchange of information and potential joint activities on:
 - a. key programs and initiatives;
 - b. educational opportunities, student programs and professional services;
 - c. small research conferences or other convenings;
 - d. Expansion of membership across both organizations through joint programs.
2. Mutual exchange of benefits:
 - a. Each organization will offer members of the other organization registration to their annual meeting at the member rate;
 - b. Each organization will offer the other organization exhibition booth accommodation as mutually equivalent exchange at no cost; AGU provides one 10x20 sq. ft booth space, excluding furnishing and technology, at its annual meeting; JpGU offers a base furnished unit booth in the JpGU Friends Row at its annual meeting.
3. Co-organizing the joint JpGU-AGU meeting:
 - a. Organizations will mutually decide on the frequency of the joint JpGU-AGU meeting;
 - b. Organizations will mutually decide the scope and partnership model of each joint meeting;
 - c. The Parties have a high degree of flexibility based on the vision and scope of each joint JpGU-AGU meeting and different agreement models should be considered and assessed for each. A separate contract will be drafted for each joint meeting and signed by both parties 12-16 months in advance of the event.
4. The Parties' leadership will meet on a regular basis (e.g. in connection with their respective main annual meeting) to discuss this agreement and issues of mutual interest.

APPENDIX 2: POINTS OF CONTACT. The Secretary General of JpGU Office will serve in this role for JpGU. The Vice President, Global Outreach and Partnerships at AGU HQ for AGU.