

## **Memorandum of Agreement**

This Memorandum of Agreement (“MOA”) is entered into and effective August 15, 2024 (the “Effective Date”), by and between **Texas A&M Engineering Experiment Station**, an agency of the State of Texas and a member of The Texas A&M University System (“TEES”) on behalf of its Department of Electrical and Computer Engineering, and **Jeonbuk National University** on behalf of its Graduate School of Division of Electronics and Information Engineering (“Collaborator”). TEES and Collaborator are sometimes hereafter referred to as “Party” individually and as “Parties” collectively.

This MOA consists of two articles. Article 1 is a non-binding portion of this MOA containing the general understandings and intentions of the Parties. Article 2 contains terms to which the Parties agree to be bound. The Parties agree as follows:

### **Article 1**

- 1.1 This Article 1 is not intended to be legally binding on either Party.
- 1.2 The parties agree to explore the following general forms of cooperation:
  - (a) Joint educational, training and/or research activities.
  - (b) Exchange of invitations to scholars (faculty, research personnel, and graduate students) for lectures, visits and sharing of experiences.
  - (c) Exchange of invitations to scholars for participation in conferences, symposia, and seminars.
  - (d) Exchange of information in fields of interest to the parties. The parties will make every effort towards the development, materialization, and application of research projects in fields which are of mutual interest.
  - (e) Exchange of faculty, research personnel, and graduate and undergraduate students for study and research.
  - (f) Practical training in pre-identified or otherwise selected field sites.

### **Article 2**

- 2.1 This Article 2 is intended to be legally binding on the Parties.
- 2.2 Each Party acknowledges that neither Party will have any legal rights or obligations as to the understandings and intentions in Article 1, and neither Party should or may take any action or fail to take any action in detrimental reliance on Article 1.
- 2.3 Each Party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that Party (its “Marks”), including all goodwill pertaining to the Marks, are the sole property of that Party. Neither Party may use the Marks of the other without the advance written consent of that Party, except that each Party may use the name of the other Party in factual statements that, in context, are not misleading or imply an endorsement by that Party or its employees. The Parties will mutually agree in advance upon any public announcements, or communications to the media regarding this MOA to be provided pursuant to this MOA.

- 2.4 Each Party shall be responsible for its own costs, risks, and liabilities as a result of its activities under this MOA without expectation of reimbursement from the other Party. There will be no exchange of funds or other resources among the Parties.
- 2.5 This MOA commences on the Effective Date and continues for a period of one (1) year (the "Term"), unless sooner terminated as provided herein. Either Party may terminate this MOA effective upon thirty (30) days' written notice to the other Party. Either Party may terminate this MOA effective upon written notice to the other Party if the other Party materially breaches any term of this MOA and fails to cure such breach within ten (10) days after receiving written notice of the breach.
- 2.6 Each Party shall conduct all activities in connection with this MOA in compliance with all applicable federal, state, and local laws, rules, and regulations.
- 2.7 The validity of this MOA and all matters pertaining to this MOA, including but not limited to, matters of performance, breach, remedies, procedures, rights, duties, interpretation or construction, shall be governed and determined in accordance with the laws of the State of Texas. Pursuant to Section 85.18(b), Texas Education Code, mandatory venue for all legal proceedings against TEES is to be in the county in which the principal office of TEES's governing officer is located.
- 2.8 Any notice required or permitted under this MOA must be in writing and in English, and is deemed given: (a) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (d) on the date of delivery if delivered personally. Parties can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:
- (a) TEES: Texas A&M Engineering Experiment Station  
1111 RELLIS Parkway  
Bryan, TX 77807  
Telephone: 979-317-3810  
Attn: Marcie Avery  
Email: [mavery@tamu.edu](mailto:mavery@tamu.edu),  
cc: [innovationsandcontracts@tamu.edu](mailto:innovationsandcontracts@tamu.edu)
- (b) Collaborator: Im, Donggu, Ph.D  
Dean  
Graduate School of Division of Electronics and  
Information Engineering,  
Jeonbuk National University  
Republic of Korea  
567 Baekje-daero, Deokjin-gu, Jeonju-si, Jeollabuk-do,  
South Korea  
[dgim@jbnu.ac.kr](mailto:dgim@jbnu.ac.kr)
- 2.9 This MOA is not intended to create a partnership or joint venture between the Parties. Neither Party may bind the other or otherwise act in any way as the representative of the

other, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization.

- 2.10 This MOA contains the entire understanding of the Parties as to its subject matter and supersedes all other written and oral agreements between the Parties as to that subject matter.
- 2.11 This MOA is assignable only with the written consent of both Parties.
- 2.12 Each provision of this MOA is severable. If any provision is rendered invalid or unenforceable by statute or regulations or declared null and void by any court of competent jurisdiction, the remaining provisions will remain in full force and effect if the essential terms of this MOA remain valid, legal, and enforceable.
- 2.13 Neither Party is liable or responsible to the other Party for any loss or damage or for any delays or failure to perform under this MOA due to causes beyond its reasonable control, including, but not limited to, acts of God, employee strikes, epidemics, war, riots, flood, fire, sabotage, terrorist acts or any other circumstances of like character (force majeure occurrence).
- 2.14 Member is an agency of the state of Texas and under the Constitution and the laws of the state of Texas possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has authority as is granted to it under the Constitution and the laws of the state of Texas. Collaborator expressly acknowledges that Member is an agency of the state of Texas and nothing in this MOA will be construed as a waiver or relinquishment by Member of its right to claim such exemptions, remedies, privileges, and immunities as may be provided by the Constitution and the laws of the state of Texas.
- 2.15 Prior to performing any specific projects or work contemplated by this MOA, the Parties will enter into a separate agreement containing definitive statements of work and associated budgets. Notwithstanding the foregoing, this MOA does not bind the Parties to negotiate or consummate any such later agreement(s).

Each Party enters into this MOA as of the Effective Date.

**TEXAS A&M ENGINEERING EXPERIMENT STATION**

By: Marcie Avery  
*Marcie Avery*  
Director, TEES Contracts  
Date: \_\_\_\_\_

Digitally signed by  
Marcie Avery  
Date: 2024.09.09  
16:31:13 -05'00'

**JEONBUK NATIONAL UNIVERSITY**

By: Donggu Im  
Im, Donggu, Ph.D  
Dean  
Graduate School of Division of Electronics  
and Information Engineering  
Jeonbuk National University  
Republic of Korea  
Date: Aug, 26 2024