

# MEMORANDUM OF UNDERSTANDING

between

**THE UNIVERSITY OF CALIFORNIA, BERKELEY**

and

**CHOSUN UNIVERSITY**

The Regents of the University of California, on behalf of its Berkeley campus (BERKELEY) and Chosun University (CSU) recognize the value of educational, cultural, and scientific exchanges between international institutions, and have determined that sufficient interest exists to establish this formal memorandum of understanding (MOU).

## SCOPE

BERKELEY and CSU hereby support the development of programs and activities that advance scholarship through our cooperative relationship. These may include:

- I. Joint research projects, joint conferences, workshops, symposia, seminars and training programs of mutual interest
- II. Pursuit of avenues for exchange of researchers which may include faculty, graduate students, and postdoctoral scholars
- III. Pursuit of avenues for student exchange
- IV. Exchange of academic publications and other information
- V. Other forms of cooperation to which the parties agree

This MOU is intended to encourage and facilitate international collaboration on topics of mutual academic interest. BERKELEY and CSU therefore encourage interested members of our academic and research communities to engage as active participants. Neither institution bears responsibility for the financial support of visiting participants or programs named in this agreement or its addenda. To sustain special programs and activities, both institutions may seek funds from extramural sources, if available.

## MEMORANDUM IS NON-BINDING

**There are no legally binding obligations for either institution under the terms of this MOU.** Agreements between BERKELEY and CSU regarding specific activities that are intended to be binding may be negotiated and executed subsequent to and separate from this MOU. These agreements may take the form of research contract(s) (RC), business contracts (BC), or implementation agreements (IA), which, if mutually agreed to, would be negotiated and prepared separately, and would not be binding unless and until signed by authorized representatives of both parties.

The parties recognize that the implementation of any agreed upon activity will depend upon the interests and expertise of the individuals involved and the availability of financial resources, space and other resources. Accordingly, the implementation of any exchange, affiliation, collaboration and/or other cooperative program based on this MOU shall be separately negotiated and documented in a writing signed by the parties.

Nothing in this MOU is intended to create a legal partnership or joint venture, nor intended to create any new academic programs. The parties recognize that BERKELEY could only establish such programs in accordance with University of California policies and procedures.

Neither institution bears responsibility for the financial support of visiting participants nor programs named in this agreement or its addenda. To sustain special programs and activities, both institutions may seek funds from extramural sources, if available.

## **PUBLICITY AND USE OF TRADEMARKS**

Nothing in this MOU authorizes a party to use the name of the other party or its employees in any advertisement, press release, or publicity with reference to this MOU or any product or service resulting from activities contemplated by this MOU. The parties acknowledge that by entering into this MOU BERKELEY is neither stating nor implying that it has tested, endorsed or approved any product, service or company.

Nothing in this MOU is intended to restrict either party from disclosing the existence of any nature of this MOU or from including the existence of and nature of this MOU in the routine reporting of its activities.

## **INTELLECTUAL PROPERTY**

Rights in intellectual property, publication, and data will not be secured under this non-binding MOU.

## **TERM AND TERMINATION**

This MOU is expected to remain in effect for five years from date of signature with the possibility of renewal; however, if either institution desires, the understanding memorialized herein may be revoked at any time after the first six months by either party giving six months' prior written notice to the other party or amended or extended by mutual consent in writing signed by authorized representatives of the parties. Termination or expiration of this MOU will not automatically terminate any separate agreement between the parties related to the subject matter of this MOU.

BERKELEY shall have the right to terminate this MOU in the case of occurrence of any of following events: (a) a party is located in a country that is a U.S.-embargoed country or (b) a party or their persons collaborating under this MOU are on the U.S. Treasury Department's Specially Designated Nationals List or the U.S. Department of Commerce Denied Persons List or Entity List. BERKELEY shall notify CSU of this action in writing, and termination shall be effective as of the date of this notice.

## ACADEMIC SPONSORS

The following academic units initiated this MOU:

For CSU  
Jung, Hong-Yong  
Department of Taekwondo  
Chosun University  
11, Chosundae 2-gil, Dong-gu  
Gwangju, Republic of Korea, 61452  
Phone: +8262-230-7415  
E-mail: chinadragons@chosun.ac.kr

For BERKELEY  
Russell C Ahn Ph. D.  
Physical Education Program  
200 Hearst Memorial Gymnasium  
Berkeley, CA 94720-4482  
Phone: 510-643-2727  
E-mail: ahnc@berkeley.edu

## ADMINISTRATIVE CONTACTS

The following administrative contacts are responsible for executing this MOU:

For CSU  
International Affairs Team  
Chosun University  
9, Chosundae 5-gil, Dong-gu  
Gwangju, Republic of Korea, 61452  
Phone: +8262-230-6955  
E-mail: ady@chosun.ac.kr

For BERKELEY  
Global Engagement Office  
200 California Hall #1500  
Berkeley, CA 94720  
Phone: 510-642-2547  
Email: geo@berkeley.edu

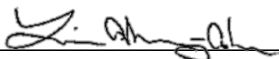
## GENERAL TERMS

1. Each party is liable for its own acts and omissions under this MOU, which, for the prevention of doubt, does not include any liability based on the acts or omissions of a third party.
2. Confidential information shall be exchanged only under the terms of a separate agreement, whether a non-disclosure agreement, sponsored research agreement, material transfer agreement, or data use agreement. No confidential information shall be disclosed pursuant to this MOU.
3. Neither party shall disclose information subject to export control regulations to the other party.
4. This MOU may be executed in counterparts, which taken together will constitute one document.

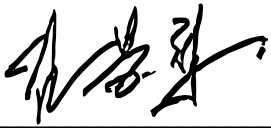
The parties agree that this non-binding MOU may be electronically signed. Each participating institution will receive a fully executed copy of the document. This MOU shall be effective when fully-executed by qualified representatives of each party, as of the date of the last signature (the "Effective Date").

The University of California, Berkeley

Chosun University



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Date: 07/21/2022

Date: 07/20/2022

**Lisa Alvarez-Cohen**

Vice Provost for Academic Planning & Senior  
International Officer

**Kim, Bong-Chul**

Dean, Division of External Affairs