

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE LIFE SCIENCES DIVISION, COMMISSARIAT À L'ENERGIE ATOMIQUE
ET AUX ÉNERGIES ALTERNATIVES
AND
THE RADIATION BIOLOGY CENTER, KYOTO UNIVERSITY**

Commissariat à l'Energie Atomique et aux énergies alternatives (hereinafter referred to as "**CEA**"), a French state-owned research entity engaged in scientific, technical, and industrial activity, duly organized under the laws of France and having its registered office located at Bâtiment Le Ponant D - 25, rue Leblanc - Paris 15ème, France, and declared in the Paris Register of Commerce and Trade ("Registre du Commerce et des Sociétés de Paris") under the following registration number: R.C.S. PARIS B 775 685 019, represented by Gilles Bloch, in his capacity as Director of the Life Sciences Division, and duly authorized for the purposes hereto,

And

The Radiation Biology Center of Kyoto University (hereinafter referred to as "**RBC**"), a Japanese research institute, duly organized under the laws of Japan and having its principal office at Yoshida-Konoe-cho, Sakyo-ku, Kyoto 606-8501, Japan, represented by Prof. Minoru Takata, in his capacity as Director, and duly authorized for the purposes hereto,

Hereinafter referred to individually as a "Party" or collectively as the "Parties,"

In the firm conviction that academic exchange between the Parties will promote academic research and other activities, hereby conclude the following Memorandum of Understanding (hereinafter referred to as the "Agreement").

Article 1 The Parties agree to implement exchanges and other activities in areas of academic research of mutual interest through the following:

- (1) Exchange researchers and technicians.
- (2) Exchange of students.
- (3) Conducting collaborative research.
- (4) Holding joint lectures and symposia.
- (5) Exchange of scientific information and materials.

Nothing in this Agreement shall be deemed to constitute a merger, a joint venture, an agency, or any kind of formal business grouping or entity between the Parties.

This Agreement is not a contract but a declaration of intention and is therefore not legally binding, except for the provisions of Article 4. Nothing in this Agreement shall be construed as compelling either Party to communicate any information to the other, or to participate to any joint initiative or contract relating to or furthering the implementation of this Agreement.

Article 2 Actual projects to be implemented for the realization of specific exchange activities as defined in the preceding Article shall be decided through discussion between the Parties.

This agreement anticipates no exchange of money between the Parties. Furthermore, neither Party guarantees specific funding for the activities under this agreement.

Article 3 In the case that research results impacting upon matters of intellectual property rights are expected to arise in the course of collaborative projects carried out under the terms of Article 1 above, the Parties shall discuss in good faith and agree in a separate document the conditions regarding the treatment of intellectual property rights so arising, prior to the start of the collaborative project in question, and in accordance with the policies of each Party.

Article 4 Except as otherwise provided in the following, both Parties shall keep any information received by any means whatsoever under this agreement, including under any specific agreement related to the present Agreement, which is clearly marked/identified as "confidential," (hereinafter "Information") strictly confidential, and shall not communicate, publish or otherwise release it without prior consent of the providing party as long as it has not been disclosed to the public or authorized by the providing party.

Each Party shall use at least the same degree of care in protecting Information against disclosure to any third party as it exercises in protecting its own information.

All Information, whether original or copies thereof, shall be promptly returned to the disclosing party on receipt of the disclosing Party's written request.

The provisions of this Article shall not apply to Information for which the receiving party can prove in writing that:

- Such Information is or has become publicly known through no wrongful act on its part;
- Such Information was rightfully received by the receiving party from a third party without breach of any confidentiality obligation;
- Such Information was independently developed or discovered by the receiving party without the use of any Information.

The provision of the present Article shall remain in full force and effect for five (5) years after the date of communication of the Information.

Each Party shall have the right to disseminate Information only to its employees and to its subcontractors on a "need to know" basis for use within the scope of the performance of this agreement provided that:

- Its employees and subcontractors are themselves bound by the before mentioned confidentiality obligations (including by the signature of a declaration stating the said confidentiality obligations);
- Each Party ensures that employees and subcontractors fulfill such obligations.

Article 5 This Agreement is valid for five (5) years effective from the date of the final signature affixed below by the Parties (hereinafter referred to as the "Term"). The Term of the Agreement may be extended upon agreement by the Parties. Either Party may terminate the Agreement during its term by giving six months' advance written notice to the other Party.

Article 6 Any modification of this agreement requires a written agreement signed by the Parties.

No rights or obligations of either Party arising from this agreement may be assigned or transferred in whole or in part to any third party without the other Party's prior written approval.

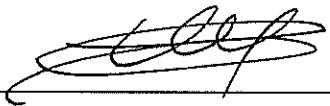
Article 7 This Agreement is created in duplicate in English, each of those duplicates being deemed original.

Article 8 The Parties agree that any dispute arising out of the execution of this agreement will be settled amicably if possible.

The parties hereby establish this agreement by duly signing it, as of the respective dates below.

Commissariat à l'énergie Atomique
et aux énergies alternatives

Radiation Biology Center,
Kyoto University

By: 
Gilles Bloch
Director, Life Sciences Division

By: 
Minoru Takata
Director, Radiation Biology Center

Date: July 17., 2014

Date: July 17, 2014