MEMORANDUM OF UNDERSTANDING

between
the Asia Oceania Geosciences Society
and
the American Geophysical Union

This Memorandum of Understanding (MOU) between the Asia Oceania Geosciences Society (hereafter "AOGS") 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 AOGS and AGU in furthering common goals and objectives of the Parties

- **A. PARTIES' RESPONSIBILITIES**. Each Party commits to work with the other Party to undertake the following under this MOU:
- Exchange of information and potential joint activities on:
 - key programs and initiatives;
 - educational opportunities, student programs and professional services;
 - small research conferences or other convenings;
 - expansion of membership across both organizations through joint programs.
- Mutual exchange of benefits:
 - each organization will offer members of the other organization registration to their primary annual meeting at the member rate;
 - each organization will offer the other organization a booth at its primary annual meeting at a rate of at least 50% below the regular exhibit fee per square foot only (excluding furnishing).
- The Parties' leadership will meet on a regular basis virtually or in-person (e.g. in connection with their respective main annual meeting) to discuss this agreement and areas of mutual interest. The purpose of these meetings is to consider and make recommendations to the respective organizations regarding areas of cooperation, such as joint workshops or programs, continuing-education courses, advocacy, and outreach.
 - **B. PRINCIPAL CONTACTS**. Each Party will name an official point of contact for the relationship. The points of contact will coordinate the further connections within each organization. Ji Chen, Secretary General of AOGS, will serve in this role for AOGS, Mark Shimamoto, Vice President for Global Outreach and

- Partnerships for AGU. 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, 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.

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

American Geophysical Union
Joseph Granma
Lisa J. GRAUMLICH
President, AGU
Date:
Janice Rlachance
Janice R. LACHANCE
Interim CEO/Executive Director, AGU
Date: