

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF PUERTO RICO
MAYAGÜEZ CAMPUS
COLLEGE OF AGRICULTURAL SCIENCES
AND
CLEMSON UNIVERSITY**

THIS AGREEMENT is made and entered into by and between the **University of Puerto Rico**, College of Agricultural Sciences, with a principal address at Piñero Building AP 200A Mayaguez, PR 00681 ("UPR") and **Clemson University** with a principal address at Associate Dean for Food Safety & Nutrition, 109-H Barre Hall, Clemson, SC 29634 ("CU").

WHEREAS the UPR and CU have mutual interest conducting research on medicinal plants, tropical ecology and functional foods, the parties hereby seek to develop and implement a mutually beneficial collaboration consisting of, but not limited to, the following areas of cooperation:

1. The parties will collaborate on the development of joint grant proposals for submission to the NIH, FDA, USDA, or other appropriate funding agencies in the general area of medicinal plant research, tropical ecology and functional foods. The parties acknowledge that experiments may need to be conducted voluntarily by one or both parties without compensation in order to develop preliminary data. This Agreement in no way obligates either party to develop preliminary data.
2. Materials transferred by CU or UPR to the other party as part of the collaborative research will be covered under a separate Material Transfer Agreement to be executed by both parties.
3. The parties will jointly publish the results of the collaborative research.
4. CU will own all right, title and interest in and to any invention, whether or not patentable, invented solely by employees of CU. UPR will own all right, title and interest in and to any invention, whether or not patentable, invented solely by employees of UPR. Right, title and interest in and to inventions, whether or not patentable, invented jointly by employees of CU and UPR will be owned jointly by CU and UPR, each party having an equal and undivided interest.
5. For jointly discovered inventions, each party shall have the right of confidential disclosure pursuant to its institutional policy. Any issued patent shall be jointly owned and the parties shall share costs of prosecuting such patents. Within the limits of then existing institutional policy, should either party decline to prosecute

patent protection or share costs, the other party shall have the right to prosecute patent protection in its name and enjoy ownership of the same subject to inventor rights.

6. This Agreement will be in effect for a period of five (5) years from the date of execution and may be extended by mutual agreement in writing by both parties.
7. This Agreement may be terminated by either party's giving ninety (90) days written notice to the other party.
8. The parties agree to treat as confidential and not disclose to any third party without prior written consent of the other party, information or data that is identified confidential ("Confidential Information"). Confidential information disclosed in a tangible form shall be clearly labeled confidential. Confidential information disclosed orally or in a non-tangible form shall be summarized in writing within two weeks and labeled confidential with the original to the other party. Excluded from this obligation of confidentiality is information which:
 - a. was known to the recipient as evidenced by written documents prior to the date of disclosure by a party hereto;
 - b. was subsequently disclosed to recipient by a third party who has a right to disclose such information;
 - c. was public knowledge prior to disclosure or became public knowledge subsequent to disclosure other than through acts or omissions attributable to recipient; or
 - d. was independently discovered by the recipient without any reference to the other party's Confidential Information as evidenced by its written documents.

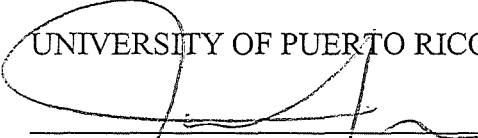
4.
The two Universities further agree:

9. To exchange faculty in disciplines needed to enhance or enrich the programs of the participating institution.
10. Within the limits of available opportunities and without financial obligation, to provide field study opportunities in those disciplines in which internships are a part of the curriculum requirement or in those departments in which field projects would enrich a student's education.
11. To provide as reasonably practical field study for dissertation research in appropriate disciplines.

12. To negotiate the financial arrangements for faculty and student exchanges on a case-by-case basis.

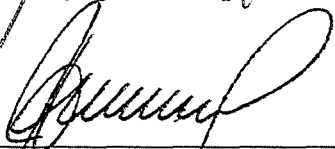
IN WITNESS WHEREOF, each of the parties hereto has caused this agreement to be duly executed by its legally authorized agent on the day and year indicated below.

UNIVERSITY OF PUERTO RICO

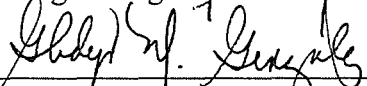

Jorge I. Vélez Arocho, Ph.D.
Chancellor
UPR-Mayagüez Campus

April 16, 2003
Date

Recommended by:



John Fernández Van Cleve, Ph.D.
Dean and Director
College of Agricultural Sciences

30-1-2003
Date


Gladys M. González, Ph.D.
Faculty Associate Dean
College of Agricultural Sciences

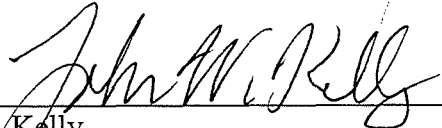
1/29/03
Date

CLEMSON UNIVERSITY



Christian E.G. Prziembel
Vice-President for Research

1/15/03
Date

Recommended by:


John W. Kelly
Vice-President for Public Service & Agriculture

1/13/03
Date


Susan F. Barefoot
Associate Dean, Food Safety & Nutrition

1-10-2003
Date