

**Memorandum of Understanding (MOU)**  
**Between**  
**Pfizer Pharmaceuticals Vega Baja**  
**and**  
**Indusoft @ University of Puerto Rico Mayaguez**  
**Concerning the Collaborative Development of a**  
**Wireless Alarm Monitoring System**

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**Effective Date:**

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**Purpose**

This Memorandum of Understanding (MOU) sets forth the agreement between Pfizer Pharmaceuticals Vega Baja ("PFIZER") and the Indusoft Center for Excellence in Industrial Software Development at the University of Puerto Rico - Mayagüez ("INDUSOFT") concerning the collaborative development of a wireless alarm monitoring software product ("WAMDAS").

WAMDAS is a new technology that enables manufacturing plants to monitor in real time the environmental conditions at their plant surroundings in order to guarantee that conditions meet the minimal parameters required for the safe production of their products. The system is novel in several aspects. First, it follows an open software middleware architecture based on industry standards such as Web Services and XML. Second, the system facilitates connectivity to the myriad of sensing devices manufactured by different vendors often present in typical pharmaceutical manufacturing scenarios. Third, WAMDAS has the capability to proactively send wireless alarms to portable palm computers over a secured wireless network.

WAMDAS will provide an improved framework for compliance with all regulations governing the manufacturing of pharmaceuticals and medical devices. WAMDAS promises to significantly reduce costs and improve resource utilization by freeing human resources often allocated to the visual monitoring of HMI-based alarm systems located at fixed locations in the plant thus allowing them to move about and conduct other jobs such as preventive maintenance. WAMDAS has the potential to generate significant additional cost saving in fines and equipment breakdowns caused by inadequate monitoring. Yet another source of cost reduction will come from WAMDAS use of wireless broadband communication technologies rendering it unnecessary to build expensive wiring infrastructures in order to collect and distribute monitoring information. Finally, WAMDAS will store all the data collected for monitoring and will make it available to managers for planning and forecasting purposes.

**Indusoft AGREES:**

1. To financially support the human effort required to develop the software that will implement the WAMDAS system during the duration of the PRIDCO grant supporting INDUSOFT.

2. To install and configure the first prototype of the software at the cogeneration area of the Pfizer Plant in Vega Baja Puerto Rico.
3. To provide training, support and documentation required to facilitate the use of WAMDAS by Pfizer employees at the cogeneration area in the Vega Baja Plant.
4. To maintain all intellectual property rights associated with the WAMDAS technology including all new intellectual property generated during the collaborative effort.
5. To respect the confidentiality of any information supplied by Pfizer and identified as such.

**Pfizer AGREES:**

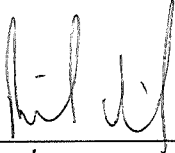
1. To provide adequate computing and communications infrastructure and hardware necessary to support the development and deployment of WAMDAS at the cogeneration area in PFIZER.
2. To support the deployment of the WAMDAS technology at the cogeneration area by allowing its employees to collaborate providing documentation and knowledge required to integrate WAMDAS to the cogeneration area.
3. To support the deployment of the WAMDAS technology at the cogeneration area by allowing its employees to collaborate in testing and validation required to integrate WAMDAS to the cogeneration area.
4. To provide access to selected HMI and SCADA systems required to provide information to the WAMDAS system.
5. To respect the confidentiality of any information supplied by INDUSOFT and identified as such. This extends to the protection of the Software and the intellectual property rights of INDUSOFT.

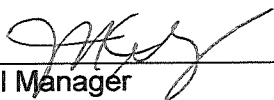
**6. Term of Agreement**

The term of this agreement shall be one year from the effective date of this agreement. This agreement will continue from year-to-year unless the agreement is terminated. Either institution may terminate this agreement at any time regardless of cause on 60 days written notice to the other delivered by hand or by registered mail to the Institutional Official signing this agreement or such other individual as specified in writing. This agreement may be modified or altered only by a written amendment signed by both parties.

Both parties guarantee that there will be no discrimination on the basis of age, sex, national or social origin or condition, religious or political ideas in the services to be provided under this agreement.

Pfizer assures that at the time of entering into this agreement it has no outstanding debts with the Commonwealth of Puerto Rico or is under a payment plan to that purpose. Pfizer acknowledges that this assertion is a condition for the validity of this agreement and, if falsely declared, will render it null and void.

  
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Director Date  
Indusoft Center for Industrial Software  
Development 6/6/2006

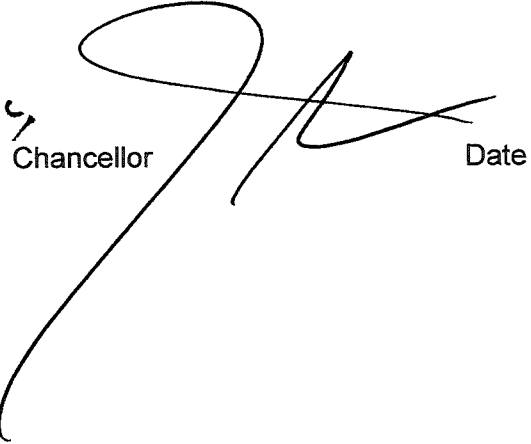
  
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General Manager Date  
Pfizer Vega Baja 06/06/2006

Approved by:

Approved as to Form & Legality

Network Director (8N)

June 6, 2006,  
Date

  
Chancellor Date