

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNIVERSITY OF PUERTO RICO AT MAYAGUEZ
AND
HAUPTMAN-WOODWARD MEDICAL RESEARCH INSTITUTE

THIS MEMORANDUM OF UNDERSTANDING is made by and between the University of Puerto Rico at Mayaguez (UPRM), a land-grant public institution of higher learning located in the Commonwealth of Puerto Rico, here represented by its Chancellor John Fernandez Van Cleve,

in exercise of the duties and powers conferred upon him by the Law of the University of Puerto Rico, established by University Rules and regulations, approved January 20, 1966 and Hauptman-Woodward Medical Research Institute (HWI), a _not-for-profit 503 (c)(3) established and operating in Buffalo, New York USA here represented by its CEO and Executive Director Eaton Lattman, Ph.D.

WHEREAS, UPRM and HWI are aware that high quality education, training, research, development, knowledge dissemination, service and outreach are the basis for the economic well being and development of Puerto Rico;

WEREAS, UPRM and HWI are concerned with the issues of scientific research, the advancement of knowledge, and the development of human resources as basic elements necessary for redressing economic underdevelopment;

WEREAS, UPRM and HWI are interested in establishing close ties in research, development, and determination of biomedically significant protein-target complexes to understand these interactions and further drug development;

WEREAS, UPRM and HWI are concerned with issues of scientific understanding of protein structure and protein-target interactions with potential clinical impact, co-authorship and scientific dissemination, the development of scientifically talented human resources in the STEM disciplines and the need for creative human resources that will aid in the knowledge economy and the potential design of new biotherapeutics that will improve quality of life of patients.

WHEREAS, collaboration between the two institutions which share economic, potential intellectual property and human development goals is highly desirable;

NOW, THEREFORE, in consideration of the mutual understandings set forth, the Parties do hereby mutually agree as follows:

I. PURPOSE

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- a. This Memorandum of Understanding (MOU) is intended to facilitate all exchanges and cooperative initiatives between UPRM and HWI in the areas of research and assessment of protein structure and protein-target interactions, co-authorship and co-funding, development, and education at the undergraduate, graduate and professional in the form of visiting scientist, post-doctorate.
- b. This Memorandum of Understanding sets forth a basis for future agreements between UPRM and HWI to initiate and conduct a joint program to promote interdisciplinary communication, visits, seminars, cooperation, and collaboration in protein structure assessment, and development challenges; to seek funding from federal and state government sources, and to engage in the joint preparation of proposals for such funding.

II. IMPLEMENTATION

The intent of this Memorandum of Understanding shall be implemented by collaborative planning, development, proposals and implementation of joint interdisciplinary programs in the areas of education, training, research, development, and dissemination of knowledge. UPRM will appoint Dr. Belinda Pastrana faculty Chemistry Department and adjunct faculty of Biology and Chemical Engineering Departments as representative of the institution and HWI will appoint Eaton Lattman each as program managers to be charged with implementing the terms of this Memorandum of Understanding. In the initial phases, all activities shall be coordinated by the Research and Development Center UPRM, and Ms. Jill Szczesek, Vice President for Operations the official office from your institution where these activities are managed}. These initiatives will include, but not be limited to the following:

- a. Collaboration of UPRM faculty and students with HWI through NSF center grant or other funding source.

III. SUPPLEMENTAL AGREEMENTS

This memorandum of understanding may be supplemented by agreements for specific projects signed by authorized representatives of UPRM and HWI
Each agreement shall specify:

- a) Objectives;
- b) Implementation plan;
- c) Responsibilities of each institution;
- d) Budget and sources(s) of funding;
- e) Timetables and evaluation criteria;
- f) Effective dates;
- g) When applicable, the cost apportioned to each institution.

IV. OTHER TERMS AND CONDITIONS

- a. UPRM and HWI shall be responsible for their respective costs associated with the activities in this Memorandum of Understanding. Payments for costs associated with future agreements will be subject to negotiations between UPRM and HWI
- b. Nothing in this Memorandum of Understanding shall obligate UPRM and HWI individually or collectively, to any current or future expenditure of resources in advance of the availability of appropriations through their respective fiscal authorization procedures.
- c. UPRM and HWI are to share the Intellectual Property (IP) jointly developed and filed, under the terms of this Memorandum of Understanding. In the event any invention is jointly developed by the parties, they agree to enter into a separate licensing agreement

However, title to any invention, improvement or discovery, whether or not patentable or copyrightable, which was reduced to practice or conceived and developed solely by UPRM's employees and/or students shall remain the sole and exclusive property of UPRM.

Title to any invention, improvement, discovery, whether or not patentable or copyrightable, which was reduced to practice or conceived and developed in the performance of this MOU, and made solely by HWI pursuant to this MOU, shall remain the sole and exclusive property of HWI.

The owner party grants the other party an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, distribute and perform all such copyrightable materials, including software and/or informational databases, for the IP solely developed by that party under this MOU, but only for research and educational purposes.

V. PERIOD OF AGREEMENT

This Memorandum of Understanding shall be effective immediately when signed by authorized representatives of both UPRM and HWI and shall remain in force for five (5) years from the date unless terminated according to the provisions of paragraph VIII (Termination) below. This Memorandum of Understanding shall be renewable for additional time periods as mutually agreed upon by representatives of UPRM and HWI

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VI. EQUAL OPPORTUNITY

UPRM and HWI subscribe to the policy of Equal Opportunity and will not discriminate on the basis of race, sex, age, political orientation, ethnicity, religion, or natural origin. UPRM and HWI shall abide by these principles in the administration of this Memorandum of Understanding, and neither entity or any of its representatives shall knowingly impose criteria for the exchange of scholars, staff or students that would violate the principles of nondiscrimination.

VII. MODIFICATION

This Memorandum of Understanding may be modified only in writing by authorized representatives of UPRM and HWI. Modifications shall be incorporated by reference and made a part of this Memorandum of Understanding.

VIII. TERMINATION

This Memorandum of Understanding may be terminated at any time by written mutual agreement of upon ninety (90) days advance notice by either Party. Each party shall be responsible for its own costs incurred during the preparation and execution of this Memorandum of Understanding.

IX. FINAL DISPOSITIONS

1) The two parties are committed to maintaining records of all reports of timesheets for jobs, communications and all other documents related to the coordination of activities discussed in this agreement in order that they be available for examination or copying by the Office of Internal Auditors of the University of Puerto Rico, by a firm of outside auditors hired by the University of Puerto Rico, by the Office of the Comptroller of Puerto Rico in its auditing of the University of Puerto Rico as required by law. Audits will be carried out at reasonable times during the course of the services or after their completion, in accordance with generally recognized auditing practices. Said documents will be kept for a period of no less than six (6) years or until the Office of the Controller of Puerto Rico has made its investigation, whichever occurs first.

2) Neither party shall use the name of the other institution, its initials, stamp, logos, seal, or any other identifying emblem or distinctive symbol of the other institution without the express written authorization of the institution to which said objects belong.

3) Neither the parties shall assume any liabilities to each other. As to liability to each other the parties do not waive any defense as a result of this agreement. Likewise, this provision shall not be construed to limit the parties' rights, claims or defenses

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which arise as a matter of law pursuant to any provisions of this agreement. Additionally, this agreement shall not be construed to limit the sovereign immunity of the Government of Puerto Rico and the University of Puerto Rico.

4) Each of the parties consents to exempt and exonerate the other party from responsibility in the case of any judicial or extrajudicial claim, and to provide indemnity for damages and/or mental or moral anguish that may be suffered by any person or legal entity, when said damages are alleged to have been caused by the negligent, reckless, and/or culpable actions, conduct, or omissions of each party, its agents or employees, when such damages shall have occurred totally or partially during the realization of this Agreement.

5) This Memorandum of Understanding shall be constructed and governed under the laws and regulations of the Commonwealth of Puerto Rico.

6) LAW 127 OF MAY 31, 2004 CLAUSE- No service shall be rendered or received based on the terms of this contract until it is presented for registry in the Office of the Controller of the Commonwealth of Puerto Rico according to Law No. 18, dated October 30, 1975.

7) INDEPENDENT CONTRACTOR CLAUSE: In performing activities under this Memorandum of Understanding, the HWI shall be considered as an independent contractor and shall not be entitled to any benefits applicable to employees of UPRM. The employees of the HWI shall not be considered as employees of the UPRM. Nothing in this Memorandum of Understanding will be deemed to create an employer-employee or principal-agent relationship between UPRM and HWI employees, consultants, agents or independent contractors.


8) FORCE MAJEURE. In the event that the performance of the obligations under this Memorandum are impeded by reason of Force Majeure, the parties shall be released from their obligations and neither party shall be responsible for any damage sustained and have no further recourse against the other party. Force Majeure shall mean accident before and after the installation of the equipment, fire, earthquake, hurricane, flood, Act of God or natural disaster, epidemics or pandemics, nuclear explosions, strike, work stoppages, or other labor disturbance, riots or civil commotions, vandalism, war or other act of any nation, terrorism, power of government, or government agency, or any other cause which is beyond the control of the parties.

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In Mayagüez, Puerto Rico.

SIGNATURES



John A. Fernandez Van Cleve, Ph.D.
Chancellor *JVC*
University of Puerto Rico
Mayagüez Campus

Date: ~~September 13, 2014~~



CEO and Executive Director
Hauptman-Woodward Medical
Research Institute

Date: 15 July 2014

Recommended by:



Marisol Vera Colón, P.h.D
Director *MVC*
R&D Center
UPRM

Date: 9-11-2014

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