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GENERAL COLLABORATIVE AGREEMENT

Between the

University of Puerto Rico, Medical Sciences Campus
San Juan and the to Rico

University of Puerto Rico, Mayaguez Campus
Mayagüez, Puerto Rico

FIRST PARTY: UNIVERSITY OF PUERTO RICO, MEDICAL SCIENCES CAMPUS FOR THE BENEFIT OF ITS SCHOOL OF PHARMACY, Represented by Noel Joaquín Aymat Santana, DMD, FAAD, JD Chancellor, and resident of PR, and hereafter referred as UPR-MSA.

SECOND PARTY: UNIVERSITY OF PUERTO RICO MAYAGUEZ CAMPUS

Represented by John Fernandez Van Cleve, PhD, Chancellor, of San German, Puerto Rico and here after referred as UPRM.

WHEREAS, both parties are higher education institutions organized by virtue of Act 1 of January 20. 1966, with full legal capacity to establish Commitments, and whose mission includes providing quality learning opportunities for its students and communities, as well as promoting academic research;

WHEREAS, both parties consider the promotion and support of teaching, research and community outreach to be of primary importance in the fulfillment of their mission, goals and objectives;

WHEREAS both institutions consider that increasing opportunities for cooperation and exchange increases understanding and appreciation of their capacity to develop academic programs that educate skilled professionals who can contribute to the economic development;

NOW, THEREFORE, the **University of Puerto Rico, Medical Sciences Campus, School of Pharmacy** (hereafter, "UPR-MSA") and **University of Puerto Rico, Mayagüez Campus** (hereafter, "UPRM") agree to enter into this General Collaborative Agreement (hereafter, "General Agreement") to promote mutual cooperation in education, scientific research and outreach, according to the following terms and conditions:

FIRST: This General Agreement shall establish the criteria under which UPR-MSA and UPRM will carry out joint collaborative activities of mutual interest.

SECOND: Both parties agree to pursue the following forms of cooperation, within areas that are mutually acceptable:

- a) Exchange of graduate or undergraduate students;
- b) Exchange of academic personnel;
- c) Develop an academic proposal for an Inter-disciplinary PhD programs in Biopharmaceutics, Engineering and Pharmaceutical Sciences, supported by the Chemical Engineering,

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Pharmaceutical Sciences, Biotechnology, Chemistry, Medical Sciences Campus School of Pharmacy, and Animal Sciences Programs.

- d) Cooperative research and development activities;
- e) Cooperative design of courses, conferences, symposia or academic programs;
- f) Exchange of academic or scientific materials and publications of common interest; and/or
- g) Any other mutually agreed activity that would benefit both parties.

THIRD: All proposed projects, programs or work agreements including anything contemplated under a) through g) above, arising from this General Agreement, will be implemented in writing as "Specific Agreements" of collaboration after they have been agreed on and duly authorized by the official representatives of UPR-MSC and UPRM. Each Specific Agreement will describe the details necessary to implement General Collaborative Agreement, UPR-MSC and UPRM any joint project, such as the activities associated with the project; the responsibility of each party; the budget for each activity; the sources of funding, personnel involved, installations and equipment to be used; work schedules, as well as all other specific terms and conditions necessary to achieve the specified objectives of the project. The Specific Agreement will implement this General Agreement and shall be signed by authorized Representatives of both parties.

FOURTH: All intellectual property, such as ownership of industrial rights, patents, certificates of invention, registry of models, and copyright of written materials, and all income thereof that may result from cooperative research, will be a joint property of UPR-MSC and UPRM. The final distribution of the joint property and incomes will be negotiated for each project or endeavor in individual pre-arranged agreements.

FIFTH: All cooperative activities associated with academic courses and programs must be consistent with the accreditation requirements of both institutions. Consistency with accreditation principles will be included in all Specific Agreements associated with the implementation of academic courses and programs. This inter institutional General Agreement does not imply the extension of accreditation from one institution to the other.

SIXTH: Any student, academic personnel, faculty or scholar exchanges associated with this General Agreement must comply with all the legal and administrative requirements, including immigration, insurance and other applicable requirements, of the home and host institutions. The specific requirements for the visits, as well as the financial implications for each institution must be approved in writing by duly authorized personnel at each institution. The above referenced exchanges must be established through a separate Specific Agreement.

SEVENTH: Each party will designate its own personnel to administer the activities associated with this General Agreement, as well as the development and implementation of any Specific Agreement. The personnel designated by each party to implement activities that arise from this agreement must hold current employment with the institution, and will be solely responsible to the institution to which it is employed.

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EIGHTH: The parties may, jointly or separately, endeavor to obtain financial resources from other institutions, government agencies and national and international organisms for the development of activities associated with the implementation of any Specific Agreement.

NINTH: Any research generated in conjunction herewith (as further described in a Specific Agreement) shall be subject to unrestricted publication or dissemination, provided that such publication or dissemination will not compromise patent rights, or inadvertently divulge proprietary information. Any pre-publication or dissemination review shall be limited to consideration of such patent rights and proprietary information concerns and shall be concluded within a period not to exceed thirty (30) days. Authorship of scientific publications will be determined by the existing rules of authorship based on the contribution of the individual authors.

TENTH: The present General Agreement will become valid upon signature by both parties and shall remain in effect for a period of three (3) years from its effective date. It may be renewed or amended at any time before the actual expiration date by a written agreement signed by authorized representatives of both parties.

ELEVENTH: This General Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party; however, termination shall not affect the implementation of activities that have already commenced pursuant to a Specific Agreement. Those Specific Agreements will remain in effect until the required associated activities are completed.

By signing this document, the parties acknowledge that they have reviewed and understand the content and extent of each of its clauses, and agree to carry out the actions necessary to implement it. Two copies of this document will be signed in English and (other language, if appropriate), both versions with the same content and validity.

TWELFTH: The two parties state that in the selection and treatment of students and professors there will be no discrimination on the basis of sex, sexual orientation, race, color, place of birth or origin, social status, physical or mental handicap, political or religious beliefs or status as a military veteran.

THIRTEENTH. The two parties are committed to maintaining records of all reports, timesheets for jobs or assistantships, and all other documents related to the services discussed in this Agreement, so they can be available for examination or copying by the Office of Internal Auditors of the University of Puerto Rico, by a firm of third-party auditors hired by the University of Puerto Rico, or by the Office of the Comptroller of Puerto Rico in its auditing of this institution. 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 abovementioned investigation has been made, whichever occurs first.

Having read this document and made aware of the content and scope of each of its clauses, and having indicated that in its formalization there is no fraudulent intent, bad faith, or any other defect that might invalidate the agreement, the parties sign their consent, each keeping two (2) copies.

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In San Juan, Puerto Rico, on May, 21, 2015

John Fernández Van Cleve, PhD
CHANCELLOR
UNIVERSITY OF PUERTO RICO
MAYAGUEZ CAMPUS

Noel Joaquín Aymat Santana, DMD, FAAPD, JD
CHANCELLOR
UNIVERSITY OF PUERTO RICO
MEDICAL SCIENCES CAMPUS

OFICINA DEL ASESOR LEGAL

Aprobado por:

Fecha: May-20-2015

Recommended by:

Wanda Maldonado, PharmD, Dean Pharmacy School, UPR-MS Date: 14 MAYO 2015

Joseph Bloom, PhD, Assist. Dean, Pharmacy School, UPR-MS Date: Mayo 15, 2015

Patricia Ortiz, PhD, Interim Director Biotechnology, UPRM Date: 11-junio-2015

Agustín Rullán, PhD, Int. Dean Engineering, UPRM Date: 17 junio/15

Manuel Valdés Pizzini, PhD, Int. Dean Arts & Sciences UPRM Date:

Carlos Velázquez, PhD, Director C-PEDA, UPRM Date: 17/junio/2015

Aldo Acevedo Rullán, Ph.D., Director Ing. Química, UPRM

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