

MEMORANDUM OF UNDERSTANDING

BETWEEN

**PURDUE UNIVERSITY
W.LAFAYETTE, IN**

AND

**UNIVERSITY OF PUERTO RICO
MAYAGUEZ, PUERTO RICO**

ARTICLE 10
RUM.
2001 JAN 24 PM 4:

This Memorandum of Understanding (MOU), effective as of the last date signed, is by and between Purdue University with its principal offices at 1063 Hovde Hall, West Lafayette, IN 47903-1063 and the Mayagüez Campus of the University of Puerto Rico with its principal offices at Mayagüez, PR each of which may be referred to as "Party" and collectively as "Parties".

WHEREAS, Purdue University, an internationally known research and educational institution with a top ranked School of Pharmacy and Pharmaceutical Sciences, Schools of Engineering & Discovery Park wishes to establish a structured partnership with University of Puerto Rico; and

WHEREAS, University of Puerto Rico, an internationally known research and educational institution with top rated School of Engineering and College of Pharmacy, and research in pharmaceutical chemistry within its Chemistry Department at Mayagüez wishes to establish a structured partnership with Purdue University; and

WHEREAS, the parties wish to formalize the mutual understandings and intentions with regard to pursuing a partnership by cooperating to establish joint research programs seeking to advance the degree of scientific development of Pharmaceutical Science, Engineering, and Technology.

Whereas, the parties recognize that their synergistic interaction is highly desirable and highly beneficial for achieving the above mentioned goal.

A: The parties thus agree to negotiate in good faith a framework agreement for sharing educational and research resources, and to promote their joint growth and development through sustained collaboration and participation in joint research proposals to Federal and State governments, Industry, and private foundations. The purpose of this relationship is to increase their competitiveness in seeking large scale funding, to increase the chances of beneficial impact on society in general and the regulatory arena in particular, and to promote and facilitate the growth of their activities and give start up companies a broader set of resources to aid in their development. In addition, both parties want to optimize their capabilities at assisting local economic development and commercialization.

To this end:

Purdue University invites University of Puerto Rico to join in developing a national agenda for pharmaceutical sciences, technology, and engineering. This agenda will lead to the establishment of a national institute. The institute will be administered by Purdue University. Purdue University and University of Puerto Rico will strive to function as an integrated whole, with shared research, education, diversity, and industrial collaboration programs.

(3) The parties agree to explore similar relationships for other large research and education initiatives in the area of Pharmaceutical Science, Engineering, and Technology, including, but not limited to, NSF centers, NIST programs, Congressional set-aside funding, and industry-funded centers of excellence. Each case will be pursued on a case-by-case basis based on its individual merit.

(4) The parties further agree to organize, joint technology symposia, seeking to disseminate their research capabilities and attract "project-driven funding" from Pharmaceutical and allied companies.

NOW, THEREFORE, the Parties recite the following:

1. The purpose of this document is to facilitate discussions relative, but not limited to:
 - a. Agreeing to cooperate
 - b. Establishing the national agenda in pharmaceutical science, technology and engineering
 - c. Developing a formal organization
 - d. Setting up process of operation
 - e. Creating an advisory committee
2. The Parties will ensure synergy through:
 - a. The development of joint federal proposals
 - b. The conduct of joint research projects
 - c. The facilitation of the exchange of ideas
3. The Parties will negotiate a Master Agreement for inter-institutional relationships.
4. The Parties will explore opportunities to work jointly with industry.
5. The Parties will negotiate an agreement that will permit joint use of facilities and equipment for joint research projects.
6. The Parties will examine formation of a national institute for pharmaceutical science, technology and engineering.
7. Dr. Rodolfo J. Romañach will be the primary contact for the College of Arts and Sciences and Dr. Carlos Velazquez for the College of Engineering of the Mayagüez Campus of the University of Puerto Rico.
8. Dr. Prabir Basu will be the primary contact for Purdue University. .

21.
This Memorandum of Understanding shall be binding and shall remain in effect for five years or until replaced by superceding agreement(s), which ever comes first. This Memorandum of Understanding modified or extended by the accord of the parties and may be terminated by either of them giving the

other advance written notice of its intent to terminate the Memorandum of Understanding with no less than thirty (30) days of anticipation..

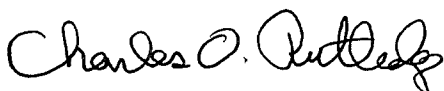
In the process of developing the joint ventures aforementioned the parties agree not to discriminate on the basis of race, sex, age, ethnicity, physical handicaps, religion, or national origin.

The parties affirm that no employee or members of the family group of any employee of the University of Puerto Rico has financial interests in the development of this agreement.

Any financial clauses or compromises shall be accorded by the parties before being enforceable among them.

No service or further cooperation can be done until the agreement is properly registered and certified at the Office of the Comptroller of the Commonwealth of Puerto Rico.

PURDUE UNIVERSITY



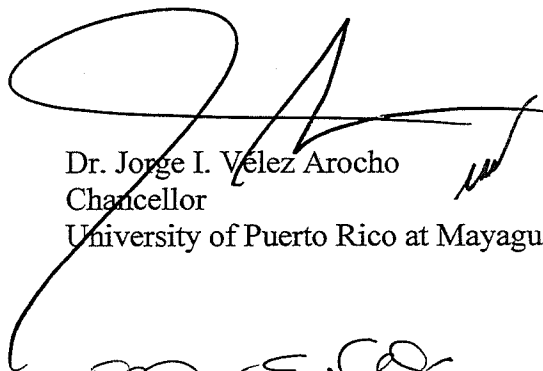
Dr. Charles O. Rutledge
Vice Provost for Research &
Executive Director, Discovery Park

L. E. Pherson
Director Sponsored Programs



Dra. María Aponte Huertas
Directora
Departamento de Química.

UNIVERSITY OF PUERTO RICO



Dr. Jorge I. Vélez Arocho
Chancellor
University of Puerto Rico at Mayaguez



Dr. Moises Orenco Aviles
Decano Facultad de Artes y Ciencias