

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNIVERSITY OF PUERTO RICO AT MAYAGUEZ
AND
EDWARDS LIFESCIENCES

THIS MEMORANDUM OF UNDERSTANDING is made by and between the University of Puerto Rico at Mayagüez (UPRM), a land-grant public institution of higher learning located in the Commonwealth of Puerto Rico, here represented by its Chancellor John Fernández 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 Edwards Lifesciences (Edwards), a company established and operating in Añasco, PR, here represented by its Engineering Director, Angel L. Enríquez.

WHEREAS, UPRM and Edwards are aware that high quality education, training, research and development, knowledge dissemination, service and outreach are the basis for the economic wellbeing and development of Puerto Rico, and improving the quality of life around the world;

WHEREAS, Edwards is a global leader in the science of hemodynamic monitoring, being a company that develops innovative technologies in the areas of critical care monitoring to enable clinicians to save and enhance lives;

WHEREAS, Edwards operates a biomedical engineering facility in Puerto Rico for global production of certain of its products;

WHEREAS, UPRM and Edwards are interested in establishing close ties in research related to the chemical, mechanical, and morphological characterization of polymers for use in medical devices and further developing the Center for Polymer Excellence of Edwards Lifesciences in Añasco through collaboration between UPRM and Edwards.

WHEREAS, collaboration between UPRM and Edwards is highly desirable;

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

1. PURPOSE

- a. This Memorandum of Understanding is intended to facilitate all exchanges and cooperative initiatives between UPRM and Edwards in the areas of chemical, mechanical, and morphological characterization of polymers for use in medical devices.

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- b. This Memorandum of Understanding sets forth a general basis for future agreements between UPRM and Edwards to further develop the Center for Polymer Excellence of Edwards Lifesciences in Añasco, Puerto Rico through collaboration between UPRM and Edwards.

II. IMPLEMENTATION

The intent of this Memorandum of Understanding is to formalize the implementation of the collaborative project titled "*Chemical, mechanical, and morphological characterization of polymers for use in medical devices*" to be led by Dr. David Suleiman, of the UPRM Chemical Engineering Department, in collaboration with Eng. Angel L. Enríquez, Engineering Director of Edwards in Añasco, Puerto Rico. Funds will be administered by the UPRM Research and Development Center, under the terms and conditions defined in this document and the project proposal. This total amount of the support for one (1) year shall not exceed \$74,231.21.

The project will require:

- a. The study of the chemical, mechanical, rheological, and morphological properties of medical plastics used in the catheter manufacturing, including the following experiments: chemical (e.g., FT-IR, UV, NMR), physical (e.g., MW, density), thermal (e.g., TGA, DSC), mechanical (e.g., Instron, DMA, TMA), rheological (e.g., capillary rheometer, MFI) and for morphology (e.g., AFM, SEM, TEM, XRD, SAXS/WAXS).
- b. The hiring of one (1) post-doctoral student at UPRM to conduct the research off-campus at the Center for Polymer Excellence of Edwards Life Sciences in Añasco, Puerto Rico. The Post-Doctoral Fellow will be hired at the rate of \$40,000 per year plus Christmas Bonus + Fringe (\$1,228.50). Fringe benefits are charged for: 6.2% Social Security, 1.45% Medicare, 1.55% State Insurance Fund, 15.8% Retirement, and health Insurance (\$7,685.16).
- c. Indirect costs reimbursement to UPRM using the established off-campus rate of 26% (MTDC) since this investigation will be conducted at Edwards in Añasco, Puerto Rico.

III. SUPPLEMENTAL AGREEMENTS

This memorandum of understanding may be supplemented in the future by agreements for other specific projects signed by authorized representatives of UPRM and Edwards. Each agreement shall specify:

- a) Objectives;
- b) Implementation plan;
- c) Responsibilities of each institution;
- d) Budget and sources(s) of funding;

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- e) Timetables and evaluation criteria;
- f) Effective dates; and
- g) When applicable, the cost apportioned to each institution.

IV. OTHER TERMS AND CONDITIONS

- a. Edwards will pay the cost of \$74,231.21 of the hiring of the postdoctoral student (salary and fringe benefits) associated with the activities in the project ascribed to this Memorandum of Understanding.
 - ⇒ Edwards will pay equal amounts the total cost of the project on a quarterly basis by means of a check after receipt of an invoice from the University.
- b. A final technical report by UPRM (Principal Investigator Dr. David Suleiman) and a final financial report by the UPRM R&D Center must be submitted to Edwards within 90 days upon completion of the project, and in any event, prior to the expiration or termination of this MOU.
- c. Payments for costs associated with future agreements will be subject to negotiations between UPRM and Edwards in Añasco, Puerto Rico.
- d. Nothing in this Memorandum of Understanding shall obligate UPRM and Edwards, individually or collectively, to any current or future expenditure of resources in advance of the availability of appropriations through their respective fiscal authorization procedures.
- e. UPRM and Edwards are to share the Intellectual Property (IP) jointly developed and filed, under the terms of this Memorandum of Understanding.

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.

Any previous UPRM copyrights and/or inventions shall remain at all-times exclusive property of the UPRM.

Title to any invention, improvement, discovery, whether or not patentable or copyrightable, which was reduced to practice or conceived and developed solely by Edwards shall remain the sole and exclusive property of Edwards.

Any previous Edwards copyrights and/or inventions shall remain at all-times exclusive property of the Edwards.

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V. PERIOD OF AGREEMENT

This Memorandum of Understanding shall be effective immediately when signed by authorized representatives of both UPRM and Edwards and shall remain in force for one (1) year 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 Edwards.

VI. EQUAL OPPORTUNITY

UPRM and Edwards 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 Edwards 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 Edwards. 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 or upon 90 days advanced notice by either Party.

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.

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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 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 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 the other 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: Each party shall perform its obligations hereunder as an independent contractor and shall be solely responsible for its own financial obligations except as otherwise expressly set forth herein. Nothing contained herein shall be construed to imply a joint venture or principal and agent relationship between the parties and neither party shall have any right, power or authority to create any obligation, express or implied, on behalf of the other in connection with the performance hereunder. Neither party will act as an agent of the other party and neither party's employees shall be deemed to be employees of the other party for any purpose.

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


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pandemics, nuclear explosions, strike, work stoppages, or other labour 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.

IN WITNESS WHEREOF, the parties hereto have caused their authorized representatives to execute this Agreement.

In Mayagüez, Puerto Rico.

SIGNATURES



John Fernández Van Cleve, PhD
Chancellor
University of Puerto Rico
Mayaguez Campus

Eng. Angel L. Enríquez
Engineering Director
Edwards Lifesciences
Añasco, Puerto Rico

Date: April 12, 2015

Date:  4/16/15

Recommended by:


Marisol Vera
R&D Center Director

Date: 4/16/2015

Account: 30210.139.000.xxxx.220.337994470101.00