

**Memorandum of Understanding (MOU)**  
**Between**  
**Pfizer Pharmaceuticals LLC**  
**and**  
**Indusoft @ University of Puerto Rico Mayagüez**  
**Concerning the Collaborative Development of an**  
**Operational Equipment Efficiency**  
**Visual Supervision Tool**

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**Effective Date:**

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**Purpose**

This Memorandum of Understanding (MOU) sets forth the agreement between Pfizer Pharmaceuticals LLC ("PFIZER") and the Indusoft Center for Excellence in Industrial Software Development at the University of Puerto Rico - Mayagüez ("INDUSOFT") concerning the collaborative development of an Operational Equipment Efficiency Visual Supervision Tool based on the paper-equivalent electronic forms system (PEF) developed at Indusoft.

**INDUSOFT AGREES:**

1. To financially support the human effort required to develop the software that will implement the PEF system during the duration of the PRIDCO grant supporting INDUSOFT.
2. To install and configure an Operational Equipment Efficiency (OEE PEF) Visual Supervision Tool on two OEE PEF workstations to be provided by Pfizer in the packaging area of Building #2 at the Pfizer Plant in Vega Baja Puerto Rico.
3. To maintain the operation of the OEE PEF installation in Building #2 packaging area during normal work hours for the duration of the PRIDCO grant supporting INDUSOFT.
4. To provide 20 hours of group training and documentation required to facilitate the use of PEF by Pfizer employees at the Building #2 packaging area in the Vega Baja Plant. The employees shall receive a certification test at the conclusion of their training.
5. To maintain all intellectual property rights associated with the PEF technology including all new intellectual property generated during the collaborative effort.
6. To provide Pfizer with a perpetual free software license to install and use the PEF software suite, Version 1.0, at two packaging lines in Building #2 inside the Pfizer Vega Baja plant as currently constructed and configured.
7. To provide Pfizer cost-free maintenance of the PEF software installation at the two packaging lines in Building 2 for the first two years.
8. To maintain and protect the confidentiality of any information supplied by Pfizer and marked as such.

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**PFIZER AGREES:**

1. To provide adequate computing and communications infrastructure to support the development and deployment of OEE PEF at two Building #2 packaging lines in PFIZER Vega Baja.
2. To support the deployment of the OEE PEF technology at two Building #2 packaging lines by directing its employees to collaborate by providing the documentation and knowledge necessary to integrate OEE PEF into the packaging area.
3. To support the deployment of the OEE PEF technology at two Building #2 packaging lines by directing its employees to cooperate in all testing and validation required to integrate PEF into the packaging area.
4. To maintain and protect the confidentiality of any information supplied by INDUSOFT and marked as such. Additionally, Pfizer recognizes INDUSOFT's rights in all intellectual property resulting from this agreement, regardless of the source.

**5. 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 Party may terminate this agreement at any time regardless of cause by providing 60 days written notice by registered mail to the respective representative at the address noted hereinbelow. 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.

*hit wj*                      October 19 2006  
Director                                      Date  
Indusoft Center for Industrial Software  
Development

*Markend Oct 19, 2006*  
General Manager                      Date  
Pfizer Vega Baja

Approved as to Form & Legality

*[Signature]*                      October 19, 2006  
Chancellor  
University of Puerto Rico Mayagüez