

COOPERATIVE AGREEMENT

By and Between the
UNIVERSIDAD DE LAS FUERZAS ARMADAS – ESPE
And the
UNIVERSITY OF FLORIDA

This Cooperative Agreement (the "Agreement") is made and entered into as of June 18th, 2015 (the "Effective Date") by and between The University of Florida Board of Trustees, a public body corporate and university of the State of Florida, located in Gainesville, Florida, United States of America for the benefit of the University of Florida hereinafter referred to as "Florida," and Universidad de las Fuerzas Armadas ESPE, a public university located in Sangolquí, Ecuador, hereafter referred to as "ESPE." Florida and ESPE shall collectively be referred to herein as the "parties." The parties hereto agree as follows:

I. **Philosophical Intent**

a. The primary objective of this Agreement is the development of cooperative efforts between Florida and ESPE, which will enhance the academic and research interchange between the two institutions. Recognizing the importance of mutual collaboration and the contributions to society made by institutions of higher education, the parties desire to promote exchange between the faculty and students of the two institutions as well as the exchange of academic and research information.

b. Specific projects in an area of educational or research interest will be selected as a result of coordination by Florida and ESPE at the appropriate administrative level in each institution. As these projects are developed, each will require a specific written agreement made in advance, setting forth the terms and conditions thereof and executed by authorized representatives of both parties. The President, Dean of the International Center, or the Senior

Vice President for Academic Affairs and Provost are authorized signatories for Florida. The President, or the Vice President for Academic Affairs are the authorized signatory for ESPE.

II. General Provisions

a. All collaborative activities conducted pursuant to this Agreement shall be conducted in accordance with the laws and regulations that apply where the activities take place and each of the parties shall also comply with the laws, regulations and policies applicable to it. In the case of Florida, these include the laws of the United States of America and of the State of Florida, and the rules, regulations and policies of Florida and the Florida Board of Governors. In the case of ESPE, these include the laws of the Republic of Ecuador and the rules, regulations and policies of ESPE."

b. The "term" of this Agreement begins on the Effective Date and continues for a period of five (5) years thereafter. The term may thereafter be extended in a written extension signed by authorized representatives of both parties. Notwithstanding the foregoing, either party may terminate this Agreement early by giving at least 60 days' advance written termination notice to the other party, specifying the end date (or a shorter notice period if earlier termination is required to comply with applicable laws).

c. Notices with respect to this Agreement shall be provided to the parties as indicated on Attachment A hereto, entitled "Administration of Program and Contact Information," which is incorporated by reference herein.

d. The English language version of this Agreement shall govern in the event of a conflict or ambiguity with any translation in another language, and resolution of disputes shall be conducted in English. Termination of the Agreement shall be the only remedy for breach of this Agreement, except respecting a breach of clause "e" below. This Agreement is the only agreement of the parties concerning the subject matter covered and supersedes and voids any previous or contemporaneous negotiations, drafts, and other communications. Captions are for convenience and have no legal effect. Waivers of any provisions contained herein are only effective if made in writing by the authorized signatory of the waiving party and cover only the particular provision waived on the particular occasion.

e. This Agreement does not confer any rights in or to use trademarks, logos or names, except to factually state that this Agreement between the parties is or was in effect during the term and that University of Florida and Universidad de las Fuerzas Armadas – ESPE are or were collaborating on the possible development of projects of mutual interest in teaching education or research. Any media statements concerning this Agreement or the parties' activities under it must be agreed upon in advance by the parties through their news offices.

f. The relationship of the parties under this Agreement is that of independent contractors (not legal partners) and no party has the authority to bind the other party in contract or to incur any debts or obligations on behalf of the other party.

g. Under this Agreement, there are no payments owed or earned by either party to the other, there is no physical presence, residence or bank account established by either party in the other party's country, there is no intellectual property to be developed, and, with the exception of brief visits, the activities of each party will be largely undertaken in its home country. It is not expected that any tax or excise will be owed or filings will be required by either party or their employees to or in the other party's country as a consequence of entering into this Agreement. If intellectual property will be developed for a project, the terms set forth in **Attachment B** attached hereto shall apply and be incorporated as part of this Agreement. If funding is being pursued for a project, the parties will enter into a separate written agreement to set forth the conditions and agreements between the parties related to such funding.

III. Activities to be carried out under the Cooperative Agreement

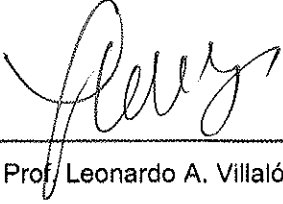
Collaborative Activities under this agreement shall include:


- Visits from faculty (e.g., for seminars, workshops, institutes, professional development, conferences)
- Visits from prospective students (e.g. for departmental visits, campus visitations)
- Research collaborations (between university faculty and students as appropriate)
- Teaching collaborations (between university faculty and Ph.D. students as appropriate)

IN WITNESS WHEREOF the parties hereto have executed two original counterparts of this instrument, each of which, when all counterparts are delivered, shall be considered an original, in the presence of a witness whose signature also appears below.

**UNIVERSITY OF FLORIDA
BOARD OF TRUSTEES**

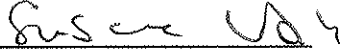
**UNIVERSIDAD DE LAS FUERZAS
ARMADAS – ESPE**

By: 
Prof. Leonardo A. Villalón
Dean, UF International Center

By: 
Grab. Roque Moreira Cedeño
President

Date: 3 June 2015

Date: 02 JUL 2015

WITNESSED


WITNESSED

Date: 6-3-15

Date: _____

Form pre-approved as of May 2012 by Office of the Vice President and General Counsel at University of Florida; any changes to the form must be approved by the Vice President and Office of General Counsel.

ATTACHMENT A

ADMINISTRATION OF PROGRAM AND CONTACT INFORMATION

Florida -- Administration of this Agreement for Florida is housed in the International Centre at the University of Florida. Such functions are under the direct responsibility of the Executive Director, International Centre; provided that the authorized signatories to contract for Florida are the Dean of the International Centre or the Senior Vice President for Academic Affairs and Provost. Academic responsibilities are housed in the **Centre for Latin American Studies**. Correspondence regarding this Agreement and activities under it shall be directed to:

UF Administrative/Fiscal Management	UF Academic Management
Dr. Susanne Hill Executive Director International Center P.O. Box 113225 170 HUB University of Florida Gainesville, Florida, 32611-3225 Phone: 352-273-1500 Fax: 352-392-5575 E-mail: shill@ufic.ufl.edu http://www.ufic.ufl.edu	Glenn Galloway, Ph.D. Director, Master of Sustainable Development Practice (MDP) Center for Latin American Studies/Center for African Studies 466 Grinter Hall P.O. Box 115530 University of Florida Gainesville, Florida 32611-5530 Phone: 1-352-392-3292 E-mail: ggalloway@latam.ufl.edu

Universidad de las Fuerzas Armadas – ESPE: For purposes of day-to-day management of the program, nomination of participants and other administrative activities, the following shall serve as the ESPE contact:

Partner Institutional Contact
Dr. Juan Ortiz Tirado Director Life Sciences and Agriculture Department Campus Universitario ESPE Av. General Rumiñahui S/N Sangolqui Pichincha Ecuador Phone: +593.2.3898400 ext. 2100 E-mail: jcortiz@espe.edu.ec Website: http://www.espe.edu.ec

ATTACHMENT B

INTELLECTUAL PROPERTY AND FUNDING TERMS

Ownership of any inventions, improvements, or discoveries, patentable or unpatentable, which are conceived or made solely by one or more persons who are employed solely by the University of Florida, shall be determined in accordance with the policies of the University of Florida.

Ownership of any inventions, improvements, or discoveries, patentable or unpatentable, which are conceived or made solely by one or more persons who are employed solely by the Universidad de las Fuerzas Armadas – ESPE, shall be determined in accordance with the policies of Universidad de las Fuerzas Armadas – ESPE.

Ownership of any inventions, improvements, or discoveries, patentable or unpatentable, which are conceived or made by one or more persons, all of whom are simultaneously employed or appointed by the University of Florida and Universidad de las Fuerzas Armadas – ESPE, shall be determined in accordance with the University of Florida Intellectual Property Policy and any applicable provisions of the conflict of interest exemption monitoring plan.

Ownership of any inventions, improvements, or discoveries, patentable or unpatentable, which are conceived or made by more than one person, where at least one such person is employed solely by the Universidad de las Fuerzas Armadas – ESPE and at least one such person is simultaneously employed or appointed by the University of Florida and by Universidad de las Fuerzas Armadas – ESPE, shall be jointly owned by the University of Florida and Universidad de las Fuerzas Armadas – ESPE (with respect to University of Florida, in accordance with its Intellectual Property Policy and any applicable provision of the conflict of interest exemption monitoring plan), subject to any other applicable agreements.