

COOPERATIVE AGREEMENT

By and Between the
UNIVERSITY MAYOR

And the
UNIVERSITY OF FLORIDA

This Cooperative Agreement (the "Agreement") dated as of Dec. 6, 2019 (the "Effective Date") made by and between The University of Florida Board of Trustees, a public body corporate of the State of Florida, located in Gainesville, Florida, United States of America for the benefit of the College of Liberal Arts and Sciences, hereinafter referred to as "Florida," and Universidad Mayor, a private university located in Santiago, Chile, hereinafter referred to as "UMAYOR." Florida and Umayor 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 Umayor, 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 Umayor, 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 is the authorized signatory for Umayor.

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, including without limitation, export control, non-discrimination, data privacy, anti-bribery, anti-corruption, immigration and sanctioned parties or transactions. 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 Trustees. In the case of UMayor, these include the laws of Chile and the rules, regulations and policies of the University Mayor.

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. 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.


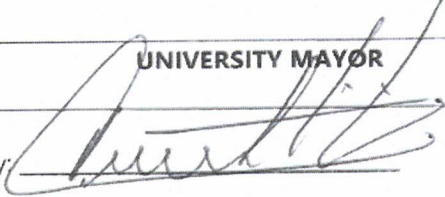
e. This Agreement does not confer any rights in or to use trademarks, logos or names, except to factually state that this Agreement between the parties is or was in effect during the term and that Florida and UMayor are or were collaborating on the possible development of projects of mutual interest in biological 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 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. This Agreement is a statement of intent and is not legally binding upon the parties. This Agreement is entered into to facilitate discussions regarding general areas of cooperation.

IN WITNESS WHEREOF the parties hereto have caused their authorized representatives to execute 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 MAYOR
By: 	By: 
Name: Leonardo A. Villalón Title: Dean, UF International Center	Name: Rubén Covarrubias Giordano Title: President, University Mayor
Date: <u>6 December 2019</u>	Date: <u>Mardi 04th, 2019</u>

Form pre-approved as of October 2016 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.

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ATTACHMENT A

ADMINISTRATION OF PROGRAM AND CONTACT INFORMATION

Florida -- Administration of this Agreement for Florida is housed in the International Center at the University of Florida. Such functions are under the direct responsibility of the Executive Director, International Center; provided that the authorized signatories to contract for Florida are the Dean of the International Center or the Senior Vice President for Academic Affairs and Provost. Academic responsibilities are housed in **the college of Liberal Arts and Sciences**. 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	Jamie Gillooly Associate Professor of Biology Dept. P.O. Box 118525 409 Carr Hall University of Florida Gainesville, Florida 32611 Phone: 352-392-2743 E-mail: gillooly@ufl.edu Website: https://people.clas.ufl.edu/gillooly/

University Mayor: Administration of this Agreement for UMayor is housed in Vice Presidency of Research, Academic responsibilities are housed in the Center for Genomics, Ecology & Environment – GEMA. Correspondence and communication regarding this Agreement and activities under it shall be directed to:

UMayor Institutional Contact	UMayor Academic Contact
Nicolás Ocaranza Research and Artistic Creation Director Vice Presidency of Research San Pío X 2422, Providencia 7510041 Santiago Chile Universidad Mayor Phone 56 2 25189824 Email: nicolas.ocaranza@umayor.cl http://www.umayor.cl	Nicole Trefault Associate Professor Director GEMA Center for Genomics, Ecology & Environment Universidad Mayor Camino La Pirámide 5750, Huechuraba, 8580745 Santiago Chile Phone: 562 2 3281383 E-mail: nicole.trefault@umayor.cl Website: http://gema.umayor.cl

