



COOPERATIVE AGREEMENT

by and between the

RICHARD G. LUGAR CENTER FOR PUBLIC HEALTH RESEARCH

and the

UNIVERSITY OF FLORIDA

This Cooperative Agreement (the "Agreement") is made and entered into as of November 28, 2012 (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 College of Public Health and Health Professions, hereinafter referred to as "Florida," and Richard G. Lugar Center For Public Health Research, a public health organization located in Tbilisi, Georgia, hereafter referred to as "CPHR." Florida and CPHR 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 CPHR, 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 CPHR 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. Anna Zhvania, Director, is the authorized signatory for the Richard G. Lugar Center For Public Health Research.

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 CPHR, these include the laws of the Republic of Georgia and the rules, regulations and policies of the Richard G. Lugar Center For Public Health Research.

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 CPHR are or were collaborating on the possible development of projects of mutual interest in environmental and global health education or research or in a dispute, 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.

g. 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.

h. 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.

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

By: David J. Sammons
Dr. David J. Sammons
Dean, International Center
(Or other confirmed authorized officer)
Date: 12 December 2012

WITNESSED

Delainie McNeil
Delainie McNeil, Senior Secretary
UFIC Executive Director's Office
Date: 12 December 2012

**CENTRAL PUBLIC HEALTH REFERENCE
LABORATORY**

By: Anna Zhvanitsa
Anna Zhvanitsa
Director
Date: 5.12.2012

WITNESSED

Vakhtang Berishvili
Vakhtang Berishvili
Date: 5.12.12

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 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 Public Health and Health Professions. Correspondence regarding this Agreement and activities under it shall be directed to:

UF Administrative/Fiscal 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>

UF Academic Management

Gregory C. Gray, MD, MPH, FIDSA
Professor and Chair
Department of Environmental & Global Health
College of Public Health and Health Professions
Box 100188, 101 S. Newell Dr., Suite 2150A
University of Florida
Gainesville, Florida 32611
Phone: 352-273-9449
Fax: 352-273-6070
E-mail: gcgray@phhp.ufl.edu

Richard G. Lugar Center For Public Health Research: Administration of this agreement for CPHR is by Ann Machabishvili, provided that the authorized signatory to contract for CPHR is Anna Zhvania. Academic responsibilities are housed in the Richard G. Lugar Center For Public Health Research. Correspondence regarding this Agreement and activities under it shall be directed to:

(SECTION TO BE COMPLETED BY COOPERATING INSTITUTION)

Ann Machabishvili
Richard G. Lugar Center For Public Health
Research
9 M. Asatiani Street
Tbilisi, 0177
Georgia
Phone: +995 99 299965
Fax: +995 32
311466
E-mail: a_machabishvili@hotmail.com
Alternate E-mail: influenza@ncdc.ge

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 Richard G. Lugar Center For Public Health Research, shall be determined in accordance with the policies of CPHR.

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 Richard G. Lugar Center For Public Health Research, 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 [name of for and at least one such person is simultaneously employed or appointed by the University of Florida and by Richard G. Lugar Center For Public Health Research, shall be jointly owned by the University of Florida and Richard G. Lugar Center For Public Health Research (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.