



AGREEMENT OF COOPERATION

**BETWEEN
THE UNIVERSITY OF MARYLAND, COLLEGE PARK
THE UNITED STATES OF AMERICA,
AND
THE NATIONAL CENTER FOR DISEASE CONTROL AND PUBLIC HEALTH,
TBILISI, GEORGIA**

In accordance with a desire to promote cooperation in areas of mutual interest for the benefit of all institutions, the University of Maryland, an agency of the State of Maryland, located in College Park, Maryland (hereinafter referred to as UMD), and the National Center for Disease Control and Public Health, located in Tbilisi, Georgia (hereinafter referred to as NCDC) hereby enter into this Agreement for a period of five (5) years from the date this Agreement has been executed by all parties ("Term"):

Article 1. UMD and NCDC (hereinafter referred to as the Parties) shall engage in cooperative activities in the fields of biological research, biosafety and biosecurity. The main biological research, education and training activities will be conducted at the Richard G. Lugar Center for Public Health Research (CPHR), which is a campus of the NCDC.

Article 2. Joint activities will be established by mutual agreement of the Parties. Projects will be undertaken to enhance the exchange of scientific knowledge and cultural traditions at the global level, in keeping with the commitment of the Parties to international scientific and cultural exchanges.

Article 3. Subject to future specific implementing agreements signed by authorized officers of each institution, the Parties may seek to engage in the following types of cooperation within the agreed fields:

- a) Exchange of faculty and students for research, teaching and study;
- b) Joint research activities;

- c) Joint education and training system projects, reflecting best international standards;
- d) Exchange of scholars for seminars, conferences and other academic meetings.
- e) Subject to separate written agreements, exchange of scholarly publications and other information, including library collections and services, in areas of interest to both parties.

Article 4. The Parties will designate individuals with responsibility for the coordination and implementation of this agreement. The contact at the UMD will be Dr. Rita Colwell (+1 301 405 9550; rcolwell@umiacs.umd.edu); the contact at NCDC will be **Name, Contact Information**.

Article 5. The Parties understand that all financial arrangements will have to be negotiated separately and will depend on the availability of funds.

Article 6. The Parties agree to exercise their best efforts in securing outside funding for joint projects.

Article 7. Entry and Visa Requirements for Visiting Faculty and Students: The Parties acknowledge that visits by faculty and students from one institution to the other institutions shall be subject to the entry and visa regulations of the United States and Georgia, and also shall comply with the regulations and policies of UMD and NCDC.

Article 8. Subsidiary Agreements: The Parties understand this Agreement cannot detail how each collaborative project will be implemented, administered, or funded. As a result, the Parties agree they will need to enter into separate subsidiary agreements for each project the parties agree to undertake. Each subsidiary agreement will address the scope of work; each Party's contributions and obligations to the project; the administration, coordination and implementation of the project; the respective rights of each Party to own, use and license intellectual property that is developed in the course of the project, and other issues the Parties may mutually agree to address.

Article 9. Disclosure of Results of Academic and Research Activities: It is the policy of the University of Maryland that instruction, research, and services will be accomplished openly and without prohibitions on the publication and dissemination of the results of academic and research activities. As a result, the University of Maryland may not conduct classified or "sensitive but unclassified" work except with the prior written authorization of its President and the University System of Maryland Chancellor.

To assure compliance with University of Maryland policy and to protect the interests of all Parties, if, in the course of conducting discussions or performing work under a separate subsidiary agreement, one Party wishes to disclose information to the other Party that the disclosing Party considers to be proprietary, non-public, or confidential, the Parties shall execute a nondisclosure agreement.

Article 10 Export Control Laws and Regulations: The export control laws and regulations of the United States, including the Export Administration Act and its implementing regulations, the

Export Administration Regulations (15 CFR §§ 730 *et seq.*); and the Arms Export Control Act and its implementing regulations, the International Traffic In Arms Regulations (22 CFR §§ 120 *et seq.*) ("Export Control Laws"), prohibit the disclosure to foreign countries and nationals of foreign countries of certain technical data under certain circumstances ("Controlled Information") without first obtaining a license from the appropriate U.S. government agency. Accordingly, the Parties acknowledge that the evaluation, selection and funding of projects under this Agreement must take into account and may be affected by the restriction of Export Control Laws.

Article 11. Principles of Equal Opportunity and Non-Discrimination: It is understood that UMD and NCDC subscribe to the principle of equal opportunity and do not discriminate on the basis of race, sex, age, ethnicity, religion, or national origin. UMD and NCDC shall abide by these principles in the administration and implementation of this Agreement and individual undertakings and no party shall impose criteria that violate principles of nondiscrimination on the selection of scholars or students.

Article 12. Term: This agreement will commence on the last date of execution below and shall expire December 31, 2015. The Parties may extend this Agreement by unanimous written agreement.

Article 13. Early Termination: The Parties may terminate this Agreement at any time by mutual agreement. Either Party may terminate this Agreement in its entirety with written notice, signed by their designated officials, to the other party at least six months in advance of the effective date of termination. Undertakings still in progress at the time of termination shall continue until completion unless the Parties agree otherwise in writing.

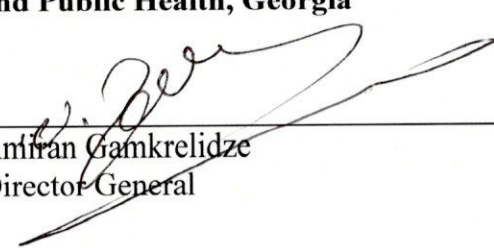
Article 14. General: The relationship between and among UMD and NCDC is that of independent contractors. Neither institution is, nor shall be deemed to be, a partner or agent of the other, and neither institution shall represent itself as such. This Agreement may be translated from English into the Georgian language and may be executed in multiple counterparts and exchanged by facsimile or other electronic means of duly-signed duplicates, each of which shall be deemed an original but together shall constitute one and the same agreement. The English version of the Agreement shall take precedence over any translation from the English in case of ambiguities or misunderstandings.

University of Maryland, College Park

Mary Ann Rankin
Senior Vice President and Provost

Date

**The National Center for Disease Control
and Public Health, Georgia**



Amiran Gamkrelidze
Director General

07/02/2013

Date



Rita Colwell
Distinguished University Professor

07/02/2013

Date



Paata Imnadze
Head of Scientific Board

07/02/2013

Date