

MEMORANDUM OF UNDERSTANDING
BETWEEN THE LAUREATE INSTITUTE FOR BRAIN RESEARCH
AND WILLIAM SCHOENHALS

RESPONSIBILITIES:

The parties hereto agree to the following terms and conditions concerning the R34 Interoception Analysis Project ("Project") to be supported by this MOU:

1. _____ (herein called "CUSTOMER") agrees to cooperate with William Schoenhals ("CONTRACTOR") by:
 - (a) Review and approve the Project, supplying information and data pertinent to the current design project for use;
 - (b) The Project shall be considered complete when all individual requirements listed in the attached R34 Project Statement of Work ('Project SOW') are proven compliant with the attached R34 Acceptance Test Procedures ('Project ATP') and Project passes final acceptance inspection as described in Section Three (3)
 - (c) Provide funding in the amount of 126 total hours at the hourly rate of \$25.00 for a total of \$3150.00 to CONTRACTOR for the Project to cover the normal costs of conducting the Project, preparation of any written documents, Project, and to defray the ordinary expenses incurred in the project.
 - (d) Half of the full funding, 63 hours at the hourly rate of \$25.00 for a total of \$1575.00, will be provided upon agreement of this MOU and remaining half, \$1575.00 will be provided following successful completion of acceptance described in Section Three (3).
 - (e) Promptly responding to written and/or telephone requests by the CONTRACTOR concerning the Project;
 - (f) Provide access to laboratory equipment for the purpose of development and testing of final software product;

2. COORDINATION:

The CONTRACTOR will work independently and will endeavor to solve the Project problem. The CONTRACTOR shall install all software, validate successful operation of software, and deliver all training documents, manuals, and troubleshooting guides on date agreed upon by CUSTOMER and CONTRACTOR. If the Completion Date is not met, CUSTOMER has the right to reserve final compensation until Project is complete.

Completion Date: _____

In the event of unforeseeable circumstances (act of terrorism, natural disaster) a new Completion Date will be agreed upon by CUSTOMER and CONTRACTOR.

3. ACCEPTANCE:

Within three (3) days of the Completion Date the CONTRACTOR will meet with an individual, or individuals, chosen by the CLIENT to investigate, observe, and inspect the Project and verify compliance with the Project SOW. All Acceptance Test Procedures will be run and verified with CONTRACTOR and CUSTOMER present. Project is considered complete if inspection and all ATP's pass.

4. SUBCONTRACTING:

It is understood that time is of the essence. The CONTRACTOR is expected to subcontract labor to other qualified individuals to meet the Completion Date while maintaining a quality Project. Compensation for Subcontractors is described in the attached "SUBCONTRACTOR'S AGREEMENT" document.

The work to be conducted under the Project shall be conducted with Industry Standards and the CONTRACTOR is responsible for successful completion of all requirements listed in the Requirements Section of the attached 'R34 Intero Analysis Project Description'.

5. PROPRIETARY INFORMATION:

Proprietary Information shall be defined as trade secrets provided by CUSTOMER which includes a formula, practice, process, design, instrument, pattern or compilation of information which is not generally known or reasonably obtainable, by which a CUSTOMER can obtain an economic advantage over competitors or customers. All papers, records, data, notes, drawings, files, documents, samples, devices, products, equipment and other materials, including copies and in whatever form relating to the develop of the Project that CONTRACTOR possess or creates as a result of this agreement, whether or not confidential, are the sole and exclusive property of CUSTOMER. It is understood that CUSTOMER Proprietary Information disclosed by the CUSTOMER to CONTRACTOR shall be identified as such upon disclosure and all information will be held in confidence by the CONTRACTOR.

6. INTELLECTUAL PROPERTY:

Discoveries or research conducted by CONTRACTOR of the CUSTOMER as a direct result of developing the Project are the property of the CUSTOMER. Intellectual Property means individually and collectively all inventions, improvements or discoveries generated during the course of the Project.

Intellectual Property conceived or reduced to practice solely by CONTRACTOR and their Subcontractors shall remain the property of the CUSTOMER. CUSTOMER shall grant a non-exclusive, royalty-free license to CONTRACTOR for non-commercial, internal research and development purposes.

Intellectual Property developed jointly and/or based on the background Proprietary Information provided by CONTRACTOR shall be owned by CUSTOMER

Title and ownership to CUSTOMER Proprietary Information shall remain with CUSTOMER.

7. CONTINUED SUPPORT

CUSTOMER is recommended to contact CONTRACTOR for any future expansion of features or additional support beyond what is contained in this contract. Upon request by CUSTOMER for additional labor, CONTRACTOR shall respond within three (3) days with a commitment or rejection.

8. PUBLICATION:

CUSTOMER reserves the right to publish findings resulting from the Project. At the request of CUSTOMER, CONTRACTOR shall provide any information regarding formula, design

decisions, methodology, or data analysis to CUSTOMER within ten (10) days at the rate of 35\$ per hour of work.

9. IDENTIFICATION:

It is understood and agreed that none of the parties of this MOU will use the name of any other party to this MOU for sales, advertising or promotional purposes without receiving prior written permission in each instance for its use.

10. TERMINATION:

It is mutually agreed and understood that this MOU will terminate at the Completion Date with the exception of the terms set forth in Articles 2.

11. INDIVIDUAL PARTICIPATION APPROVAL AGREEMENT:

An appropriate agreement is required to be signed by the CUSTOMER and CONTRACTOR requesting participation in this Project and attesting to having read and accepted this MOU. A copy of such agreement shall be retained by both CUSTOMER and CLIENT.

This MOU constitutes the entire agreement and shall not be modified except in writing by both parties.

CUSTOMER

CONTRACTOR

BY: _____

BY: _____

NAME: Dr. Justin Feinstein

NAME: William Schoenhals

TITLE: Principal Investigator;
Float Clinic and Research Center
Laureate Institute for Brain Research

TITLE: Contract Electrical Engineer

DATE: _____

DATE: _____