## MEMORANDUM OF UNDERSTANDING

#### BETWEEN

# UNIVERSIDAD AUTÓNOMA DE BAJA CALIFORNIA

As represented by Manuel Castañón Puga, as faculty leader of the research group "Computación y Complejidad" and Quetzalli Aguilar Virgen as faculty leader of the research group "Sistemas de Producción Sustentables", from the Facultad de Ciencias Químicas e Ingeniería, located in Tijuana, Baja California, Mexico.

Dora Luz Flores Gutiérrez, faculty leader of the research group "Bioingeniería Integral", Eunice Vargas Viveros, faculty leader of the research group "Diseño, Desarrollo y Aplicación de Nuevos Sistemas Nanoestructurados", from the Facultad de Ingeniería, Arquitectura y Diseño, located in Ensenada, Baja California, México

Ismael Plascencia López, faculty leader of the research group "Innovación y Desarrollo Regional" and Ricardo Fernando Rosales Cisneros, faculty leader of the research group "Gestión de la Innovación y la Tecnología", from the Facultad de Contaduría y Administración, located in Tijuana, Baja California, Mexico. ("UABC")

#### AND

## UNIVERSITY OF TEXAS

As represented by Alfredo Tirado-Ramos, Chief of Clinical Informatics Research Division, Department of Epidemiology & Biostatistics, School of Medicine from University of Texas Health Science Center located in San Antonio, Texas, USA ("UTEXAS")

#### PREAMBLE

Recognizing the mutual benefits to be gained through a cooperative program promoting scholarly activities and international understanding, UABC and UTEXAS have agreed to enter into this non-binding memorandum of understanding ("MoU") that enables them to work together in the pursuit of the objectives set out herein;

NOW THEREFORE this MoU sets out the intent of the working relationship between the parties as follows:

#### 1. NATURE OF THIS MOU

- 1.1. This MoU establishes the framework by which the parties will work together in an effort to foster and develop a cooperative relationship between the two parties through the activities listed below.
- 1.2. The parties express their interest in establishing a commitment to jointly create a collaborative network for research on "Simulation-based biomedical information"

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1.3. Except for the provisions herein dealing with privacy and confidentiality, this MoU does not create any legally binding obligation on the part of the parties. Specific terms of collaborative activities shall be agreed to by the two parties in a further legally binding agreement or agreements, in a manner consistent with the mandate and resources of each party. Each such agreement shall be made pursuant to this MoU for the limited purpose of the particular activity addressed in such agreement.

### 2. OBJECTIVES

- 2.1. The general intent of this MoU is to establish a framework through which the parties to this MoU can foster and develop a relationship between the Parties through such activities as:
  - Conduct collaborative academic and research projects; a.

Exchange of faculty and/or staff;

Exchange of graduate and/or undergraduate students; C.

Develop interdisciplinary scientific research, field and documentary, d. establishing mechanisms and management communication with local, regional, national and international organizations pursuing common goals.

Develop various scientific papers related to the lines of generation and e. application of knowledge of both educational institutions.

Joint research activities and publish together the results of collaborative work f. in various scientific papers related to the lines of generation and application of knowledge of both educational institutions;

Promote the training of human resources. g.

Report the authorities, the results obtained in the work and activities h. implemented jointly.

# 3. COSTS AND EXPENSES

Each party shall bear its own costs and expenses arising from this MoU unless otherwise mutually arranged and agreed to.

### 4. COORDINATORS

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UABC and UTEXAS shall name a coordinating committee consisting of teaching/research staff and (a) Director, UABC or his/her nominee, (b) President, UTEXAS or his/her nominee, (c) Coordinator from UABC and (d) Coordinator from UTEXAS will periodically review and identify ways to strengthen the cooperation between the two institutions.

The research group "Complejidad y Computación" is integrated by:

Dr. Carelia Guadalupe Gaxiola Pacheco

Dr. Luis Enrique Palafox Maestre

The research group "Bioingeniería Integral" is integrated by:

Dr. David Cervantes Vásquez

Dr. Claudia Mariana Gómez Gutiérrez

The research group "Sistemas de Producción Sustentables" is integrated by:

Dr. María Elizabeth Ramírez Barreto

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Dr. Paul Adolfo Taboada González

The research group "Diseño. desarrollo aplicación de nuevos sistemas nanoestructurados" is integrated by: Dr. Jorge Octavio Mata Ramírez M.C. Guillermo Amaya Parra

The research group "Innovación y desarrollo regional" is integrated by:

Dr. Eduardo Ahumada-Tello

Dr. Robert Efraín Zárate Cornejo

The research group "Gestión de la innovación y la tecnología" is integrated by:

Dra. Nora del Carmen Osuna Millán

Dr. Juan Antonio Meza Fregoso

# INTELLECTUAL PROPERTY

Should the collaborative research activities under this MoU result in any potential for intellectual property, each party shall seek an equitable and fair agreement as to ownership and other property interests that may arise according to the rules and regulations of the two institutions.

## 6. CONFIDENTIALITY

Each party who receives any information from the other marked "Confidential" ("Confidential" Information"), will take reasonable steps to protect its confidentiality, will not disclose to any third party such Confidential Information without the prior written consent of the other party, and will only use such Confidential Information for the purposes contemplated in this MoU. For the purposes of this MoU, Confidential Information shall not include information that is or becomes part of the public domain through no act of the receiving party, that was in the receiving party's possession before receipt from the disclosing party, that was rightfully received by the receiving party from a third party without a duty of confidentiality, or information that is required to be disclosed under any applicable law or by order of a court.

### 7. TERM

- 7.1. This MoU shall come into force and effect on the date that it is signed by both parties and shall continue in effect for a period of five (5) years, or until terminated by mutual written agreement or pursuant to section 7.2. It may be amended or extended by mutual written agreement.
- 7.2. Either party may terminate this MoU on three (3) months' written notice to the other party.

IN WITNESS WHEREOF the parties have caused this MoU to be executed on the dates indicated in next page.

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Let

Signed for and on behalf of UNIVERSIDAD AUTÓNOMA DE BAJA CALIFORNIA by

**Dr. Manuel Castañón Puga**Faculty leader of research group "Complejidad y Computación"
Facultad de Ciencias Químicas e Ingeniería

**Dr. Quetzalli Aguilar Virgen**Faculty leader of the research group "Sistemas de Producción Sustentables"
Facultad de Ciencias Químicas e Ingeniería

**Dr. Ismael Plascencia López**Faculty leader of the research group "Innovación y desarrollo regional"
Facultad de Contaduría y Administración

**Dr. Luis Enrique Palafox Maestre**Director de la Facultad de Ciencias
Químicas e Ingeniería
Universidad Autónoma de Baja California

**Dr. Juan Iván Nieto Hipólito**Director de la Facultad de Ingeniería,
Arquitectura y Diseño
Universidad Autónoma de Baja California

The 11th day of August 2017

Dr. Dora Luz Flores Gutierrez
Faculty leader of the research group
"Bioingeniería Integral"
Facultad de Ingeniería, Arquitectura y
Diseño

Dr. Eunice Vargas Viveros
Faculty leader of the research group
"Diseño, desarrollo y aplicación de
nuevos sistemas nanoestructurados"
Facultad de Ingeniería, Arquitectura y
Diseño

Dr. Ricardo F. Resales Cisneros
Faculty leader of the research group
"Innovación y desarrollo regional"
Facultad de Contaduría y Administración

Dr. Sergio O. Vazquez Núñez

Director de la Facultad de Contaduría y

Administración

Universidad Autónoma de Baja California

Signed for and on behalf of UNIVERSITY OF TEXAS by

Dr. Alfredo Tirado-Ramos University of Texas Health Science Center at San Antonio