



COOPERATIVE AGREEMENT

By and Between the

UNIVERSIDAD DE CALDAS

And the

UNIVERSITY OF FLORIDA

This Cooperative Agreement (the "Agreement") is made and entered into as of January 15, 2013 (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 Department of Geological Sciences in the College of Liberal Arts and Sciences, hereinafter referred to as "Florida," and the Universidad de Caldas located in Manizales, Colombia for the benefit of the Institute for Stratigraphic Research (Instituto de Investigaciones en Estratigrafía) in the Department of Geological Sciences, hereinafter referred to as "Caldas." Florida and Caldas 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 Caldas, 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 Caldas 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 Caldas.

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 Caldas, these include the laws of Colombia and the rules, regulations and policies of the Governing body of the Universidad de Caldas.

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 Caldas are or were collaborating on the possible development of projects of mutual interest in Geoscience 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.

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 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

Date: 2-11-13

UNIVERSIDAD DE CALDAS

By: Ricardo Gómez Giraldo
Ricardo Gómez Giraldo
Rector

Date: 15 ENE 2013

WITNESSED

Sumner Udén

Date: 2-11-13

WITNESSED

Fernando Duque 6.

Date: 15 ENE 2013

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 Liberal Arts and Sciences. 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

Dr. David Foster
Professor
Dept. of Geological Sciences
P.O. Box 112120
Williamson Hall
University of Florida
Gainesville, Florida 32611
Phone: 352-359-1635
Fax: 352-392-9294
E-mail: dafoster@ufl.edu

Caldas -- Administration of this Agreement for Caldas is by the Internationalization Adviser, provided that the authorized signatory to contract for Caldas is The President. Academic responsibilities are housed in the Institute of Stratigraphic Research. Correspondence regarding this Agreement and activities under it shall be directed to:

UC Institutional contact

Dr. Andrés Pardo Trujillo
Associate Professor
Institute for Stratigraphic Research
Universidad de Caldas
Department of Geological Sciences
Manizales, Colombia
Phone: +57-8781500 ext. 12643
Fax:
E-mail: andres.pardo@ucaldas.edu.co

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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 University of Caldas, shall be determined in accordance with the policies of the University of Caldas.

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 University of Caldas, 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 the University of Caldas and at least one such person is simultaneously employed or appointed by the University of Florida and by the University of Caldas, shall be jointly owned by the University of Florida and University of Caldas (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.

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Project Details to Accompany the Cooperative Agreement between the University of Florida and Universidad de Caldas.

Background

Researchers and students at the Department of Geological Sciences, University of Florida, Florida (USA) and the Institute for Stratigraphic Investigations (Instituto de Investigaciones en Estratigrafía-IIES), Department of Geological Sciences, Universidad de Caldas (Colombia) are engaged in collaborative research and graduate student training aimed at understanding the tectonics and basin evolution of Western Colombia .

Whereas it is possible continue research activities and visits by faculty and students for relatively small projects, the cooperative agreement will remove impediments to larger projects which include the transfer of funds to support laboratory analyses and travel. A grant currently awarded to the University of Caldas, and the potential for similar grants being awarded in the near future has prompted this cooperative agreement. The agreement will ensure that funds may be freely transferred as subcontracts from Universidad de Caldas to the University of Florida (Office of Research) to support laboratory analyses and education/training associated with these projects.

Academic Manager

Professor David Foster, Department of Geological Sciences will be the Academic Manager for the Cooperative Agreement at the University of Florida. He will oversee research and teaching/training activities at the University of Florida, compile required reports of activities, and act as the liaison to the Universidad de Caldas Caldas group. Dr. Andres Pardo will be the direct contact and liaison at the University of Caldas.

Proposed Activities

Geological and paleobiological/paleogeographic research and teaching focused on the formation and history of the Northern Andes Mountains and sedimentary basins in western Colombia that developed during and after the collision of the Central America volcanic arc (Panamá-Chocó Block) and South America will be the initial project under the cooperative agreement. The research will lead to a better understanding of uplift and exhumation patterns of the northern Andes, formation of hydrocarbon-rich sedimentary basins, and the time that ocean circulation between the Pacific and Atlantic basins was interrupted by land masses leading to development of recent climate cycles.

Activities will include:

- Geochronological analyses of minerals using the U-Pb method, radiogenic isotopic tracer analyses based on the Lu-Hf system, thermochronological analyses using the (U-Th)/He system in the ICP-MS and Thermochronology facilities in the Department of Geological Sciences. Recharge costs for these analyses will be done on a collaborative research basis.

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- Field sampling in western Colombia for geochronology and thermochronology.
- Shared student research experiences for graduate students and senior undergraduate students from UF and UC to learn sampling methods and analytical techniques.
- Long- and short-term (semester to weekly) visits by UC students and researchers at UF to undertake laboratory research and learn new methods.
- Seminars and lectures by UF researchers/graduate students at UC to present and compile research results, and mutually exchange knowledge.
- Project and grant development to fund ongoing research and educational activities between UF and UC.
- Co-publication of the results in international journals and reports to funding agencies.

Full contact details of the UF Academic Manager and UC liaison:

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Dr. Andres Pardo Trujillo
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