

COOPERATIVE AGREEMENT

By and Between the

**Friedrich-Alexander-Universität Erlangen-Nürnberg (FAU)
Erlangen, Germany**

Represented by its

**Erlangen Graduate School in Advanced Optical Technologies
(SAOT)**

And

**Lehrstuhl für Medizinische Biotechnologie (MBT)
Paul-Gordan-Str. 3
91052 Erlangen, Germany**

And the

**University of Florida
Gainesville, Florida, USA**

Represented by its

**College of Health & Human Performance
Gainesville, FL 32611-8250
Florida, United States of America**

This Cooperative Agreement (the "Agreement") is made and entered into as of March 1, 2015 (the "Effective Date") by and between the Friedrich-Alexander-Universität Erlangen-Nürnberg, a state university located in Erlangen, Bavaria, Germany, for the benefit of the FAU Graduate School in Advanced Optical Technologies (SAOT) and the FAU Institute of Medical Biotechnology (MBT – Lehrstuhl für Medizinische Biotechnologie), hereafter collectively referred to as "FAU," and the University of Florida Board of Trustees, a public body corporate of the State of Florida, located in Gainesville, Florida, United States of America, for the benefit of the College of Health and Human Performance (HHP), hereinafter referred to as "Florida." FAU and Florida shall collectively be referred to herein as the "parties."

WHEREAS SAOT is a major research and educational institution with focus on the development and application of optical technologies in science, medicine and engineering;

WHEREAS MBT is a part of the Department of Chemical and Bioengineering (CBI) in the School of Engineering at FAU that focuses on advanced optical technologies in medical metrology, applied life science imaging and multidisciplinary research in neurology, physiology, biotechnology, and clinical disciplines;

WHEREAS HHP has academic programs in applied physiology, kinesiology, muscle biology, and exercise science;

NOW, THEREFORE, the parties agree in their mutual interests to aim to develop and provide support to the collaboration between the parties in the areas of research and education, as follows:

1. Objective

The purpose of this Agreement is to promote and expand international development, understanding and friendship by stimulating and supporting educational, professional and intercultural activities, as well as projects among researchers of Florida and FAU.

The development of cooperative efforts between FAU and Florida is intended to enhance the academic and research interchange between the two universities, starting with the mentioned 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. The cooperation shall be carried out, subject to availability of financial sources, the approval of each institution and the execution of specific written agreements, for such activities or programs as:

- a) Development and execution of collaborative research projects;
- b) Support of the parties' research activities;
- b) Exchange of teaching and research staff of Florida and FAU;
- c) Exchange of graduate and post-graduate (PhD) students as well as postdoctoral fellows;
- d) Organize and conduct joint conferences, workshops, study groups, courses or meetings.

2. Coordinators

For Florida: Prof. Dr. Michael B Reid (PhD), Dean of the College of Health & Human Performance.

For FAU: Prof. Dr. Dr. Oliver Friedrich, SAOT Principle Investigator and Chair of Medical Biotechnology (Head of Institute).

The Coordinator of the Graduate School of Advanced Optical Technologies (SAOT) is the authorized signatory for FAU. The President, Dean of the International Center, or the Senior Vice President for Academic Affairs and Provost are authorized signatories for Florida.

3. General Provisions

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, including without limitation, export control, non-discrimination, data privacy, immigration and sanctioned parties or transactions. In the case of FAU, these include the laws of Germany and the State of Bavaria and the rules, regulations and policies of FAU. 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. Furthermore, the parties agree not to export, re-export, or transfer any technology or technical data, either directly or indirectly, to any national of any country in breach of U.S export control laws and regulations.

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.

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 FAU and Florida are or were collaborating on the possible development of projects of mutual interest in education or research. 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.

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.

3. Developing Collaborative Research Projects

Both parties shall regularly evaluate the collaborative research projects being undertaken, make appropriate adjustments whenever problems occur, sum up experience and endeavor to seek more funding for developing new projects.

Any collaborative research project or research support arrangement between the parties will be the subject of a separate agreement between the parties.

4. Exchange of scientific staff

Florida and FAU will work cooperatively to select exchange participants, to decide the exchange periods, and, in general, to provide the most appropriate solution for both institutions to any arising problems.

Unless otherwise agreed in writing, the staff does not become employees of the host institution. In this case, sufficient health and accident insurance shall be in the responsibility of the individual taking part in the exchange activities.

Any exchange of staff will be the subject of a separate agreement between the parties.

5. Exchange of graduate/post-graduate (PhD) students

Exchange of PhD students will be organized between the parties and are subject to mobility funding provided by the respective parties.

Exchange of graduate students under their respective study courses at Florida and FAU will be addressed in subsequent agreements.

6. Financial aspects

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.

The parties do not make any financial commitment by signing this agreement. Nevertheless they will undertake efforts to find financial sources or support for each research or exchange project defined. For each project defined the financial conditions will be memorialized in separate agreements.

7. Duration / Termination of the Agreement

This Agreement will remain in force for a period of five years after signing, and any amendment and/or modification of this Agreement will require written approval of the coordinators of each contracting institution and shall be in writing.

This Agreement will be extended automatically for another year unless a party states his interest to cease the Agreement at least two months before its validity expires. Notwithstanding the foregoing, this Agreement may be terminated at any time by either party with 60 days prior written notice.

Any termination must take into account existing exchanges and cooperation programs which have to be finished or finalized in an ordered manner on both sides.

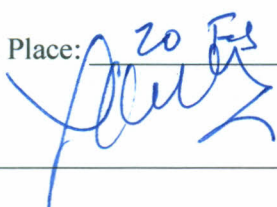
IN WITNESS WHEREOF the parties hereto have executed two original counterparts of this instrument, each of which, when all counterparts are delivered, shall be considered an original, in the presence of a witness whose signature also appears below.

For

University of Florida Board of Trustees

Date, Place:

20 Feb 2015



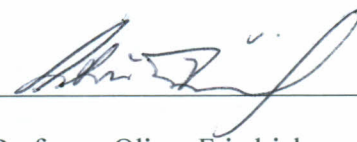
Professor Leonardo A. Villalón
Dean, UF International Center

For

Friedrich-Alexander-Universität (FAU)
Institute of Medical Biotechnology

Date, Place:

20/2/2015



Professor Oliver Friedrich
Chair of Medical Biotechnology

Acknowledged and Agreed:



Professor Michael B Reid, Dean, College
of Health & Human Performance

Date, Place:

02/20/15

Acknowledged and Agreed:



Professor Michael Schmidt
Coordinator SAOT Graduate School

Date, Place:

20/02/15