

**COLLABORATION AGREEMENT**  
**BETWEEN**  
**THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS**  
**AND**  
**INSTITUTO GEOFISICO DEL PERU**

I. INTRODUCTION. THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS, a body corporate and politic organized and existing under the laws of the State of Illinois, doing business on its Urbana-Champaign campus through the Office of Sponsored Programs and Research Administration, 1901 South First Street, Suite A, Champaign IL 61820-7406, U.S.A., acting on behalf of the Electrical and Computer Engineering Department, ("Illinois") and the Instituto Geofísico del Perú (Geophysical Institute of Peru), ("IGP"), a public research institution of the Ministry of Environment in Peru, with address in Badajoz N° 169, Mayorazgo - IV Etapa, Ate, Lima, Peru, each a "party", agree to the following:

II. PURPOSE. The goal of the institutions is to continue the cooperation between Illinois and IGP for the operation and maintenance of a modern ionosonde system, VIPIR - Vertical Incidence Pulsed Ionospheric Radar, ("VIPIR") in order to conduct scientific studies of the equatorial ionosphere at the Jicamarca Radio Observatory located near Lima, Peru.

II. BACKGROUND. Illinois acquired the VIPIR in 2012 and send it to IGP by the end of the same year. IGP has provided infrastructure (building, electricity, internet connectivity) and staff support during the installation. IGP is currently in charge of its operation and maintenance as part of the research activities at the Jicamarca Radio Observatory.

III. RESPONSIBILITIES. The parties, to the extent authorized by law and within existing legal authorities, agree as follows:

IGP WILL:

1. Designate Dr. Marco Milla as project director, responsible for specification and implementation of the tasks to accomplish the goals of this program on behalf of IGP.
2. Maintain the VIPIR system, collect VIPIR data, and share with Illinois. IGP will take all reasonable and prudent means to protect, store, preserve, repair and maintain the VIPIR while it is in IGP's care, custody and control. IGP will make the VIPIR available for pickup and return upon completion of the Purpose.
3. Collect VIPIR ionosonde data to accompany incoherent scatter mode observations of the Jicamarca 50 MHz radar.
4. Transfer upon request all data taken in ISR experiments.



## ILLINOIS WILL:

1. Designate Prof. Erhan Kudeki (ECE department) as Illinois' project director, responsible for specification and implementation of the tasks to accomplish the goals of this program on behalf of Illinois.

## BOTH PARTIES AGREE:

1. The parties of this Agreement or their designated representatives shall communicate at least annually to review the implementation of this Agreement.
2. Title to the VIPIR shall all times remain with Illinois. Neither IGP, nor any other party claiming through IGP, shall have any property interests in the VIPIR. IGP will not permit any third party to assert any liens of whatsoever nature against the VIPIR, use the VIPIR as collateral in any secured transaction, or perfect any security interest in the same or otherwise encumber the VIPIR.
3. IGP and Illinois can provide any data collected through the VIPIR with other institutions of higher education, and may collaborate on analysis of the data with such institutions, unless that data is Confidential Information of either party.

## IV. GENERAL TERMS AND CONDITIONS.

- A. TERM and TERMINATION. The effective date of this Agreement shall commence upon the last date signed by the parties and shall continue for three year with an option to extend through written amendment. Either party may terminate this Agreement by providing 30 days advance written notice to the other party. The parties may extend or renew this Agreement through a written amendment signed by each party's authorized signatory.

## B. INTELLECTUAL PROPERTY.

1. Pre-existing intellectual Property. Nothing in this Agreement grants to either party any rights, interest, or license in any patent, trademark, copyright, trade secret, or other intellectual proprietary right.
2. Inventions. "Inventions" means those potentially patentable discoveries, including pending patent applications and issued patents, first conceived and actually reduced to practice in performance of the activities described within this Agreement. Illinois shall own all Inventions first conceived and actually reduced to practice solely by Illinois employees. Union shall own all Inventions otherwise first conceived and actually reduced to practice solely by Union employees. The Parties shall jointly own all Inventions first conceived and actually reduced to practice by both Illinois and Union employees.

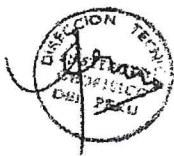
- C. PUBLICITY. Neither party will use the name of the other in any form of advertising or publicity without the express written permission of the other party. Union shall seek permission from Illinois by submitting the proposed use, well in advance of any deadline, to the Associate Chancellor for Public Affairs. University of Illinois,





Third Floor Swanlund Administration Building, 601 East John Street, Champaign, IL 61820; fax (217) 244-7124.

- D. **CONFIDENTIAL INFORMATION.** Each Party will advise its employees to use reasonable efforts to hold in confidence all proprietary information received from the other Party in connection with the Research ("Confidential Information"); provided, however, that each Party may share Confidential Information with third parties to the extent necessary to perform the Research under terms consistent with this Agreement. For written disclosures, the Party disclosing Confidential Information will mark the information "Confidential" at the time of disclosure. For oral or visual disclosures, the Party disclosing Confidential Information will designate the information "Confidential" at the time of disclosure and confirm such designation in writing to the other Party no later than 30 days after disclosure. Except as provided in Section 6.2, each Party's obligation of confidentiality shall extend for three years from disclosure and shall not apply to information that: (a) was in recipient's possession on a non-confidential basis prior to receipt from disclosing Party; (b) is in the public domain or is general or public knowledge prior to disclosure, or after disclosure, enters the public domain or becomes general or public knowledge through no fault of recipient; (c) is properly obtained by recipient from a third party not under a confidentiality obligation to disclosing Party; (d) is explicitly approved for release by written authorization of disclosing Party; (e) is or has been developed by recipient independent of recipient's access to disclosing Party's Confidential Information; or (f) is required by law or court order to be disclosed.
- E. **DISPUTES.** Any suit or proceeding arising from this Agreement must be filed and prosecuted in defendant's forum, and this Agreement shall be interpreted by application of the laws of the forum.
- F. **EXPORT CONTROL.** Each Party acknowledges that performance of all obligations under this Agreement is contingent on compliance with applicable United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities. The transfer of certain technical data and commodities may require a license from the cognizant agency of the United States government and/or written assurances by SPONSOR that SPONSOR will not re-export data or commodities to certain foreign countries or nationals thereof without prior approval of the cognizant government agency.
- G. **INDEMNIFICATION.** Indemnify and defend Illinois from any loss, damage and expense for bodily injury or damage to tangible property for which Illinois may become obligated due to acts or omissions of IGP and its agents and employees in the discharge of their duties to IGP in performance of this agreement. The obligation to indemnify and defend specifically excludes liabilities arising out of the acts or omissions of Illinois and its employees and agents or of any third parties and shall apply only if Illinois does the following: (a) gives prompt written notice to IGP upon learning of the indemnifiable event; (b) grants IGP authority to defend or settle any related action or claim; and (c) provides such information, cooperation, and assistance to IGP as IGP deems reasonably necessary to defend or settle the claim or action. Illinois may participate, at its own expense, in any defense and settlement directly or through counsel of its choice but solely in an advisory capacity. IGP will not enter into any settlement agreement on terms that would



diminish the rights provided to Illinois or increase the obligations of Illinois under this agreement without Illinois' prior written consent.

- H. MISCELLANEOUS. Neither Party is agent, employee, legal representative, partner or joint venturer of the other. Neither Party has the power or right to bind or commit the other by contract.

Any intention of the Parties to proceed with a further business arrangement shall be set forth in a separate written agreement signed by authorized representatives of both Parties.

This Agreement may be executed in any number of counterparts, each of which when executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

For The Board of Trustees of the  
University of Illinois

By: Walter K. Knorr

Walter K. Knorr  
Comptroller

Date: 5/15/14

For Instituto Geofísico del Perú

By: Ronald F. Woodman Pollitt

Dr. Ronald F. Woodman Pollitt  
Executive President

Date: 5/12/2014



[Signature]