

Memorandum of Understanding

JOHNS HOPKINS UNIVERSITY ON BEHALF OF ITS SCHOOL OF NURSING AND UNIVERSIDAD MARIA AUXILIADORA ON BEHALF OF ITS ACACEMIC PROFESSIONAL SCHOOL OF NURSING

This Memorandum of Understanding ("MOU") shall be effective on the day of the last signature. The MOU is entered into by and between **Johns Hopkins University**, representing its School of Nursing ("JHU"), located at 525 N. Wolfe Street, Baltimore, Maryland and the **Universidad Maria Auxiliadora**, representing its Academic Professional School of Nursing ("UMA") located at Canto Bello 431, San Juan de Lurigancho, Lima, Peru. JHU and UMA together, referred to as the "Parties,"

WHEREAS, The Parties wish to explore ways to conduct research, promote education and/or training which are of mutual interest and benefit to them and to promote international academic cooperation;

WHEREAS, the research, training and education activities will further Johns Hopkins University's instructional, scholarship and research objectives in a manner consistent with its status as a nonprofit, tax exempt institution and will further the UMA instructional, scholarship and research objectives in a manner consistent with their status as legally established and nationally accredited educational institution;

THEREFORE, in consideration of the following mutual promises, covenants, and conditions and any other contribution, the Parties hereto agree as follows:

Article 1: Purpose

The purpose of this MOU is to work together to establish collaborations between The Parties to facilitate the development of opportunities and mechanisms for future research, student and faculty exchange and educational programs. Nothing in this MOU shall be binding on the Parties or shall obligate the Parties to undertake any activity. The general objectives of this MOU are as follows:

- 1.1 To explore opportunities for the Parties to collaborate in the development of research projects of mutual interest;
- 1.2 To explore opportunities for the Parties to arrange student exchanges for post licensure graduate students;
- 1.3 To explore opportunities for the joint organization of scientific and cultural events coordinated by the Parties;
- 1.4 To explore opportunities for the joint organization of professional development programs coordinated by the Parties;
- 1.5 To explore opportunities for the Parties to develop and implement evidence-based quality improvement programs, processes, protocols, and practices with healthcare facilities.

Article 2: Responsibilities

Parties' Responsibilities: Each Party will strive to: 1) Identify research projects which may be carried out jointly with other Parties; 2) Find opportunities for post licensure graduate students to carry out collaborative research under the co-mentorship of the Parties in both Baltimore and Peru.

Article 3: Future Work / Specific Agreements

- 3.1 Other future activities which may result from this collaboration could include: 1) Jointly developing scientific publications, technical information brochures, and journals; 2) Developing and conducting joint seminars, workshops and symposia in other disciplines related to public health; 3) Conducting joint research in areas of mutual interest; 4) Developing and teaching joint academic and certificate programs; and 5) Building a regional network to support health sciences and nursing research.



3.2 Should specific projects be created under this exploratory MOU, a separate agreement will be developed which will be subject to the terms of this MOU. These agreements will address the scope of work; the respective roles, contributions and obligations of each party to the project; the administration, coordination and implementation of the project; ownership and rights of each party to use intellectual property that is developed in the course of the collaboration; licensing and patent rights; disposition of research results; duties of confidentiality; publication rights, and other matters agreed to by the Parties in the event that they differ from those terms as defined in this MOU.

3.3 All the agreements or actions for the exchange of personnel shall be approved and conducted in accordance with the policies of each institution and they will address qualifications and selection of the personnel that will participate in the exchange, and they will require the visiting party to comply with the regulations and policies of the hosting party, among other relevant topics.

3.4 Each party will assign a contact person to be the liaison for collaborative works under this MOU. See Single Exhibit attached herein.

Article 4: Funding

4.1 The parties agree that this MOU does not commit them to reach specific levels of personal or financial support or to provide a specific laboratory or office space for programs. A party will provide support based on the availability of resources and in accordance with its rules and policies. Notwithstanding the foregoing, the parties agree to make reasonable efforts to obtain funds and other resources to support the objectives.

4.2 To the extent that net income is made from any workshop or symposium conducted pursuant to this MOU, this income shall be used to compensate the costs of future collaborative activities.

4.3 The Parties may submit proposals for financing from appropriate sources, with prior written consent of the other party. Only authorized officials of each party may grant scholarships to carry out joint projects.

4.4 Neither party shall incur any expenses or obligations until funding is confirmed in writing by an authorized representative of each party.

Article 5: Term and Termination

5.1 This MOU will be valid for a period of three (3) years from the date that it is signed, and it may be extended or renewed only through a written agreement by the parties.

5.2 Any of the Parties may terminate this MOU at any time with three (3) months prior written notice. In the case of a termination, the Parties will use best efforts to timely conclude activities.

Article 6: Notices

Notices regarding this MOU shall be sent by e-mail, first-class mail, postage prepaid; or by fax. Notices will become effective on receipt.

Article 7: Liability

It is hereby understood and agreed that each party to this MOU shall be liable for its own negligent or wrongful acts and that this MOU shall not be construed as seeking to either widen or diminish any obligation or duty of one party against the other or against third parties.

Article 8: General

8.1 Until such time that the Parties agree to permanent public relations protocols, they agree that any announcements regarding this MOU and specific projects related to it will need to be approved by the individual responsible for media and public relations at each institution. In the case of JHU, all announcements about the program will need to be approved by the Director of Media and Public Relations at the Johns Hopkins School of Nursing.



8.2 Neither of the parties shall use the name, emblem or official seal of the other parties for any purpose unless they have been given written approval by the other party.

8.3 Each party agrees to subscribe to the principle of equal opportunity and shall not discriminate on the basis of race, sex, age, ethnicity, religion, or national origin in the administration of this MOU and in the selection of people who participate in exchanges.

8.4 All research, teaching and other activities conducted under this Agreement will be conducted in accordance with the laws, rules, and regulations applicable to each Party.

8.5 The Parties assure that they are capable of maintaining appropriate safe guards for non-public personal financial information, student education records and other identified protected information to which the other party may be provided access to do advance the purpose of this MOU. Information shall be held in the strictest confidence and may only be used/accessed for the purposes set out in the agreement. Each side will protect the information in accordance with generally accepted standards and no less rigorously than it protects its own confidential information. Neither party shall release any information to any third party without the other party's prior written approval.

8.6 In the event any provision contained in this MOU is determined to be invalid or impossible to comply with under any law of control, the invalidity or inapplicability of that provision shall not in any way affect the validity or enforceability of the remaining provisions of this MOU.

8.7 The Parties are and shall remain independent contractors and nothing herein shall be construed to create a partnership, agency or joint venture between the two institutions.

8.8 This MOU shall not be assigned by any party, as a whole or in part, without the prior written consent of the other parties.

8.9 Nothing contained in this MOU shall be construed as a waiver, expressed or implied, of any immunity from jurisdiction, judicial process, confiscation, taxation, or any other immunity or privilege which either party may enjoy, whether pursuant to the national or international treaty, convention, law, order or decree or otherwise, or pursuant to the customary international law.

8.10 The instrument contains the entire agreement between the parties and no statements, promises or inducements made by any party or agent of any party that are not contained in writing in this MOU shall be considered as valid or binding; and this MOU may not be extended, modified or altered except if done in writing, and signed by the parties.

8.11 The headings used in this MOU are for administrative convenience only and they shall not be used to interpret this MOU.

8.12 This MOU may be executed in duplicate languages. The English version shall be the official governing legal document. The laws of the State of Maryland shall govern interpretation of this MOU.

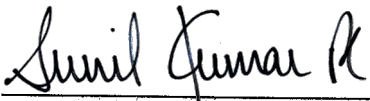
8.13 The Parties bring their Background Intellectual Property ("BIP") to this potential collaboration. By signing this MOU, no party grants to the other any right or license to use the other parties' BIP. Should Intellectual Property be developed under this MOU, a separate agreement shall be drafted to clarify ownership and license.

8.14 The Parties agree that, if by reason of strike or other labor disputes, civil disorders, severe weather, acts of God, government issued travel warnings or alerts, or other cause beyond the control of the party seeking to invoke this paragraph, either party is unable to perform entirely its obligations, such non-performance shall not be considered a breach of this MOU.


IN WITNESS WHEREOF, each of the parties has agreed to sign this MOU through its duly authorized representative in the date written below:



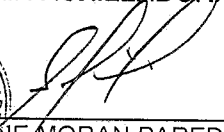

JOHNS HOPKINS UNIVERSITY

BY:  DATE: 07/16 / 2018
SUNIL KUMAR, PhD
PROVOST AND SENIOR VICE PRESIDENT FOR ACADEMIC AFFAIRS



JOHNS HOPKINS UNIVERSITY, SCHOOL OF NURSING

BY:  DATE: 07 / 10 / 2018
PATRICIA M. DAVIDSON, PhD, MEd, RN, FAAN
DEAN & PROFESSOR, JOHNS HOPKINS SCHOOL OF NURSING

UNIVERSIDAD MARIA AUXILLADORA

BY:  DATE: 06/06 / 2018

GLADYS IVONNE MORAN PAREDES, DBA, MBA, B.Eng.
GERENTE GENERAL, UNIVERSIDAD MARIA AUXILLADORA

UNIVERSIDAD MARIA AUXILLADORA, ACADEMIC PROFESSIONAL SCHOOL OF NURSING

BY:  DATE: 06/06 / 2018

LETICIA GIL CABANILLAS, MSN, RN
DEAN & PROFESSOR, UNIVERSIDAD MARIA AUXILIADORA SCHOOL OF NURSING,

The Parties designate the person identified below as the contact regarding matters relating to administrative matters under this MOU.

- For Johns Hopkins University: Debra Brodlie, JD, Director, Sponsored Projects and Business Development, Johns Hopkins School of Nursing, 525 N. Wolfe Street, Baltimore, Maryland, 21205, 410-502-9268, dbrodlie@jhu.edu.
- For the Universidad Maria Auxiliadora, San Juan de Lurigancho, Lima, Peru: Nataly Membrillo-Pillpe, MSc(c), BSN, RN, Research Coordinator, Academic School of Professional Nursing, Canto Bello 431, San Juan de Lurigancho, Lima, Perú, 15408, +51 993-125-569, enfermeria@uma.edu.pe.