MEMORANDUM OF UNDERSTANDING

THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA BY
AND ON BEHALF OF THE GEORGIA INSTITUTE OF TECHNOLOGY
And
THE INSTITUTO MEXICANO DEL PETROLEO

In view of common interest in the fields of MATERIALS FOR ADVANCED MEMBRANES, the INSTITUTO MEXICANO DEL PETROLEO, a decentralized public entity of the Mexican Federal Government ("IMP"), and The Board of Regents of the University System of Georgia by and on behalf of the Georgia Institute of Technology ("Georgia Tech"), a unit of the Board of Regents of the University System of Georgia, U.S.A., desire to explore collaborative research opportunities of mutual interest. The purpose of the cooperation is to enhance the research capability of the two Institutions and their international reputation and commercial impact of research through technology transfer.

It is the present intent of the Parties to enter into discussions between authorized representatives of the Institutions to establish the specific terms of cooperation for each activity implemented under this Memorandum of Understanding ("MOU") shall be mutually discussed and agreed upon by the Parties prior to its initiation. The agreements reached by the Parties on the specific terms of cooperation will state in detail the tasks to be carried out by each of the Parties. These agreements will be established in writing as Specific Agreements and will be appended to this MOU. They will at the least refer to the terms of this MOU and include provisions on ownership of intellectual property, publication rights, confidentiality, budget, as well as a project schedule and a payment plan. Discussions may include but no be limited to as follows:

1. Research Collaboration

Georgia Tech and IMP initiate the proposed collaborative activities contingent upon successful negotiation and execution of appropriate agreements at a later date, which shall outline the terms and conditions applicable to each activity and as Georgia Tech is permitted under U.S. Export laws and regulations. The terms of such agreement shall provide that the transfer of any technology and/or data and the performance of research is subject to Georgia Tech's compliance with the U.S. Export laws, including but not limited to the Export Administration Regulations and the International Traffic in Arms Regulations. As such Georgia Tech's performance of research pursuant to such agreement must comply with such regulations and may require an export license prior to the initiation of such project. In the event Georgia Tech is unable to obtain necessary export approvals such transfer of technology and/or data may not occur.
2. **Faculty Exchange**

Exchange and development of Research Faculty and Research Scientists may take place at any time upon mutual Specific Agreement that the exchange is appropriate and when qualified and willing faculty or research staff are identified and available. Specific arrangements for travel and subsistence will be specified in writing.

3. **Joint Research Projects**

Joint research projects may be explored by appropriate faculty members with the approval of the Institutions according to the established procedures at each institution. Specific arrangements will be agreed upon for each activity under Specific Agreement where cooperation is considered to enhance the individual capabilities of each Institution.

4. **Educational Programs**

Both Institutions shall explore the possible implementation of continuing education programs utilizing available faculty expertise from both Institutions in order to enhance current educational offerings. Arrangements will be subject to the Specific Agreement.

Both Institutions shall explore the possible implementation of a joint degree program in the area of MATERIALS FOR ADVANCED MEMBRANES.

5. **Exchange of Information**

Proprietary or confidential information may be exchanged once a mutually agreeable Non-disclosure agreement has been executed and export approval has been obtained if applicable.

6. **General**

6.1 This MOU shall enter into force upon the date of the last signature below and shall continue for a period of 3 years, unless terminated earlier by either Party giving 30 days' prior written notice to the other.

6.2 Nothing in this MOU shall be deemed or implied to create a joint venture or partnership or any kind between the Parties. No Party shall have the right to contract on behalf of or bind the other Party or make any commitment, representation or warranty for or on behalf of the other Party.
6.3 This MOU does not restrict each Party from collaborating with any other third parties in the areas specified in this MOU.

6.4 Each Institution will designate a coordinator to coordinate activities related to this MOU.

6.5 Amendments, which must be agreed mutually by both Parties, may be added to this MOU. These will be established in writing and will enter into effect upon their signing.

6.6 Nothing contained herein shall commit either party to perform any specific obligation whatsoever, including but not limited to, research development effort or provide specific educational services, but merely indicates the parties' intention to enter into separate Specific Agreements.

IN WITNESS WHEREOF, this MOU has been executed by the duly authorized representatives of the Parties on the last date appearing below.

AGREED:
Board of Regents for and on behalf of GEORGIA INSTITUTE OF TECHNOLOGY

By: [Signature]
Name: Anderson D. Smith
Title: Senior Vice Provost
Date: 9/08/09

AGREED:
For and on behalf of INSTITUTO MEXICANO DEL PETROLEO

By: [Signature]
Name: Dr. Esteban Cedillo Pardo
Title: Director de Investigación y Posgrado
Date: 08/28/09