

**COOPERATIVE RESEARCH AGREEMENT**  
**BETWEEN**  
**UNIVERSIDAD AUTONOMA DE CIUDAD JUAREZ**  
**AND**  
**THE UNIVERSITY OF TEXAS AT EL PASO**

The University of Texas at El Paso (UTEP), El Paso, Texas, and the Universidad Autonoma de Ciudad Juarez (UACJ), Juarez, Mexico enters into an agreement for the purpose of conducting cooperative research on the surveillance of arthropod-borne viral (ARBOVIRUS) infections and/or diseases in mosquitoes, animals and humans in the Ciudad Juarez, Mexico-El Paso, TX USA communities. It is further agreed that the research is a joint effort between these two institutions and that all research results will be shared equally between the two institutions, and that the recognitions of the participants and institutions will be acknowledged equally.

**Participating Institutions and Administrative Addresses:**

**The University of Texas at El Paso (UTEP), El Paso, Texas**

**The Universidad Autónoma de Ciudad Juárez (UACJ), Juárez, México**

**Responsible Investigators and Staff**

***UTEP***

**Douglas Watts, Ph.D., Principal Investigator, [dwatts2@utep.edu](mailto:dwatts2@utep.edu)**

**Celinda Crews, B.S., M.S., Project Leader, [c crews@utep.edu](mailto:c crews@utep.edu)**

**Pedro Palermo, M.S., Project Virologist,**

**Cynthia Rodriguez, B.S., Project Virologist**

***UACJ***

**Dr. Antonio de la Mora Covarrubias, Principal Investigator, [adelamor@uacj.mx](mailto:adelamor@uacj.mx)**

**Dra. Florinda Jiménez Vega, Project Virologist, [fjimene@uacj.mx](mailto:fjimene@uacj.mx)**

**Dr. Luis Gutiérrez Casas, Project Administrative Representative**

**Lic. Ricardo Duarte Jaquéz, Project Legal Representative**

**Period of Agreement: Sept. 01, 2015 – August 31, 2020**

#### Scope of Collaboration:

I. The overall goal of this collaborative project is designed to implement an active epidemiological surveillance program to generate data needed to detect the circulation of arthropod-borne viruses (Arboviruses) for use to facilitate the application of appropriate mosquito vector control measures to prevent human disease in the El-Paso-Juarez community.

#### General objectives:

1. Establish a binational mechanism required to conduct collaborative biomedical research and surveillance involving scientists and technical staff from the UTEP and the UACJ.
  - a) Obtain permits required for project personnel to travel between countries, to transport biological samples, and to work in both the field and laboratories of each participating institution.
  - b) Perform training for project scientists and staff at each institution to strengthen the theoretical understanding and practical application of laboratory and field techniques.
  - c) Each participating institution will share mosquito and human data as well as mosquitoes and human clinical samples (blood and sera) for confirmation testing and identification of any viruses isolated from mosquitoes and/or human clinical samples.
  - d) Convene regularly schedule monthly meetings to discuss and review progress of the project and to resolve any problems that are interfering with the progress of the project.
  - e) Prepare and adhere to biosafety and human use protocols in compliance with each participating institution.
  - f) Prepare progress reports every 3 months and share reports with each participating institution.
  - g) Establish a surveillance program to determine the distribution and population density of *Aedes albopictus* (if present) and *Aedes aegypti*, *Culex quinquefasciatus* and *Culex tarsalis*.
  - h) Determine population indicators for the species *Aedes albopictus*, *Aedes aegypti*, *Culex tarsalis*, and *Culex quinquefasciatus* by the intensive use of traps.
  - i) Predict the local spatial distribution of the *Aedes albopictus*, *Aedes aegypti*, *Culex tarsalis* and *Culex quinquefasciatus* by applying the geographic information systems.
  - j) Estimate dengue and chikungunya virus infection rates in *Aedes albopictus* and *Aedes aegypti* mosquito species.
  - k) Promote environmental education in the border community regarding mosquito protection and control measures.

II. To conduct research on the ecology and epidemiology and surveillance of arthropod-borne viruses to determine the prevalence and incidence of dengue, Chikungunya and West Nile viruses in *Aedes aegypti* mosquitoes and human serum in the Northwest area of Ciudad Juarez, Chihuahua, Mexico through PCR and ELISA techniques.

Although funding, if available, will not be shared between the 2 institutions, materials such as expendable supplies may be shared in limited amounts, if necessary.

1. In the event of a breach or threatened breach or intended breach of this Agreement by either Party, the other Party, in addition to any other rights and remedies available to it at law or in equity, may be entitled to seek preliminary and final injunctions, enjoining and restraining such breach or threatened breach or intended breach, or requiring specific performance of the Party's obligations hereunder, even if monetary damages are available and readily quantifiable and without proof of actual damage. Parties have not waived its rights to seek redress in the courts.

2. The points of contact for transmitting Information in the case of UTEP are:

Douglas Watts, Ph.D.  
The University of Texas at El Paso  
500 W. University Ave.  
El Paso, TX 79968  
[dwatts2@utep.edu](mailto:dwatts2@utep.edu)  
915-747-8715

And in case of UACJ:

Antonio de la Mora Covarrubias  
Jefe del Departamento de Ciencias Químico Biológicas  
Anillo Envolvente del PRONAF y Estocolmo  
656 6881821  
[adelamor@uacj.mx](mailto:adelamor@uacj.mx)

Legal notices under this Agreement shall be sent in the case of University to:

Office of Technology Commercialization  
The University of Texas at El Paso  
Administration Building Room 209  
500 W. University Ave.  
El Paso, TX 79968  
915-747-8030  
[nda@utep.edu](mailto:nda@utep.edu)

And in case of UACJ:

René Javier Soto Cavazos  
Abogado General y Representante Legal  
Ave. Plutarco Elias Calles 1210, Foviste Chamizal  
656-688-2100  
[rsoto@uacj.mx](mailto:rsoto@uacj.mx)

3. The validity, construction, and performance of this Agreement are governed by the laws of the State of Texas. The Texas state courts of El Paso County, Texas (or, if there is exclusive federal jurisdiction, the United States District Court for the Western District of Texas) shall have exclusive jurisdiction and venue over any dispute arising out of this Agreement, and the Parties hereby consent to jurisdiction in such courts.
4. If any mediation, litigation or other legal proceeding relating to this Agreement occurs, the prevailing Party shall be entitled to recover from the other Party (in addition to any other relief awarded or granted) its reasonable costs and expenses.
5. The rights and obligations of the Parties under this Agreement may not be sold, assigned or otherwise transferred. This Agreement shall not be amended or modified without mutual written consent of the Parties to such amendment or modification.
6. Neither Party may use the other Party's name without prior written consent.
7. Either Party may terminate this Agreement at any time without cause upon thirty (30) days written notice to the other Party, or for cause effective upon written notice to the other Party.
8. LIMITATIONS. UACJ AND UTEP AGREE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF UTEP (A TEXAS STATE AGENCY) TO ENTER INTO CERTAIN TERMS AND CONDITIONS THAT MAY BE A PART OF THIS AGREEMENT, INCLUDING THE TEXAS PUBLIC INFORMATION ACT AS SET FORTH IN CHAPTER 552 OF THE TEXAS GOVERNMENT CODE. ACCORDINGLY, THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE ONLY BINDING ON UTEP TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS. UACJ AND UTEP SPECIFICALLY AGREE THAT (I) NEITHER THE EXECUTION OF THIS AGREEMENT BY UTEP NOR ANY OTHER CONDUCT, ACTION OR INACTION OF ANY REPRESENTATIVE OF UTEP RELATING TO THIS AGREEMENT CONSTITUTES OR IS INTENDED TO CONSTITUTE A WAIVER OF UTEP OR THE STATE'S SOVEREIGN IMMUNITY TO SUIT AND (II) PARTIES HAVE NOT WAIVED ITS RIGHT TO SEEK REDRESS IN THE COURTS.
9. This Agreement is binding upon both UACJ and UTEP and upon the directors, officers, employees and agents of each. This Agreement is effective as of the



Effective Date and will continue for a period of five (5) years, unless earlier terminated as provided herein.

10. This Agreement constitutes the entire and only agreement between the Parties for the purpose of conducting cooperative research on the surveillance of arthropod-borne viral (ARBOVIRUS) infections and/or diseases in mosquitoes, animals and humans in the Ciudad Juarez, Mexico-El Paso, TX USA communities.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly authorized representatives.

**THE UNIVERSITY OF TEXAS AT EL PASO**

**Roberto A  
Osegueda**

Digitally signed by Roberto A  
Osegueda  
DN: cn=Roberto A Osegueda, o=The  
University of Texas at El Paso,  
ou=Vice President for Research,  
email=osegueda@utep.edu, c=US  
Date: 2017.05.16 16:52:31 -0500

Dr. Roberto Osegueda  
Vice President of Research

Date: \_\_\_\_\_

**UNIVERSIDAD AUTONOMA DE CIUDAD JUAREZ**

Mtro. René Javier Soto Cavazos  
Legal representative

Date: 29 Mayo 2017