

AFFILIATION AGREEMENT BETWEEN
UNIVERSITY OF WEST FLORIDA BOARD OF TRUSTEES
AND
THE FLORIDA INSTITUTE FOR HUMAN AND MACHINE COGNITION
AT THE UNIVERSITY OF WEST FLORIDA

THIS AGREEMENT is made this 30th day of April, 2004, by and between The University of West Florida Board of Trustees, a public body corporate ("University" or "UWF") and the Florida Institute for Human and Machine Cognition, Inc. ("FIHMC").

RECITALS

- A. The University of West Florida is an institution in the State University System of Florida governed by the University Board of Trustees, a public body corporate.
- The Florida Institute for Human and Machine Cognition, Inc. ("FIHMC") is not-for-profit corporation created pursuant to Florida Statutes section 1001.447 and affiliated with the University of West Florida.
- B. The University and the FIHMC desire to enter into this Affiliation Agreement (the "Agreement") to address the FIHMC's use of or participation in university programs and services, including monies, personnel or services; the use of facilities and personnel for mutually approved teaching and research programs; and the preparation of an annual post audit of financial accounts.

In consideration of the foregoing recitals and the promises hereinafter made and exchanged, the University and the FIHMC agree as follows:

1. Authorization. Section 1004.447, Florida Statutes authorized the creation of the not-for-profit corporation, the Florida Institute of Human and Machine Cognition, Inc. The FIHMC is established at the University of West Florida.
2. FIHMC Activity. The FIHMC shall actively propose and accept grants and contracts for conducting basic and applied research. The FIHMC chief executive officer shall appoint FIHMC representatives to carry out the research and educational activities and shall establish the compensation, benefits, and terms of service of such representatives.
3. Concurrent Appointments. Representatives of the FIHMC shall be eligible to hold concurrent appointments at academic institutions. University faculty shall be eligible to hold concurrent appointments at the FIHMC. The terms and conditions

of such concurrent appointments and the intellectual property rights/interests of the parties for any contributions made by the representatives/faculty shall be negotiated between the parties to this Agreement prior to the effective date of each concurrent appointment and attached as an addendum to this Agreement.

4. Specific UWF Tenured Faculty at the FIHMC. The University will support the FIHMC by allowing UWF faculty: Dr. Ken Ford, Dr. Alberto Canas, and Dr. Frank Andrasik, who are also FIHMC staff, to continue to be employed with prevailing university benefits. The costs of providing such employment and benefits will be paid for by the University out of the legislatively appropriated moneys earmarked for IHMC that IHMC continues to have access to; to the extent such moneys are insufficient to cover such costs, FIHMC shall be responsible for paying those costs.

5. Sharing of Income Generated by UWF Faculty. Income generated by University faculty from research activities at the FIHMC shall be shared between the FIHMC and University as determined by the chief executive officer and the University President and attached as an addendum to this Agreement.

6. Use of University Facilities, Moneys, Personnel, Furnishings, Equipment and Other Chattel. The University hereby authorizes the use of its facilities, furnishings, equipment and other chattel to be used by the FIHMC as may from time to time be necessary and beneficial to the parties. The identification of and terms related to use and disposition of such facilities, furnishings, equipment and other chattel shall be negotiated by the parties.

The parties agree that the University currently holds legislatively appropriated moneys earmarked for IHMC. Pursuant to section 1004.447(6)(a), F.S., the parties agree that the FIHMC shall have continued access to and use of these moneys. This FIHMC access shall continue until such time as the FIHMC secures legislative appropriations; access to the funds available to the FIHMC from the University shall be reduced by the amount of future legislative appropriations to the FIHMC. In addition, if there is a cut to the University's base in any given year, the funds available for use by the FIHMC shall be cut proportionately.

Subject to the authority granted to the University by the relevant organizations, the FIHMC shall also have access to and use of accounts traditionally made available for IHMC's use by the University: Seed Accounts, Foundation Accounts, Research Foundation Accounts, Pace Scholars Accounts, and Lukeion Accounts in the appropriate amounts.

The University will support the FIHMC by allowing current IHMC staff employed by UWF (listed on Attachment A) to offer services to the FIHMC while continuing to be employed through UWF and retaining current level of university benefits.

7. Teaching and Research Programs. The FIHMC and the University will each be able to use the facilities and personnel of the other for mutually approved teaching and research programs conducted by the FIHMC or the University.

8. Services for Payment. Upon request and by mutual agreement, the University agrees to provide certain services to the FIHMC; the parties shall negotiate the services to be provided and the moneys to be paid. An addendum specifying the above shall be entered into on or before any services will be rendered by the University. UWF will provide such services as an independent contractor and UWF shall not be responsible for nor liable for the FIHMC's failure to follow all applicable Federal State and local laws, regulations, rules, policies and procedures. For contracts and grants where the FIHMC is the awardee, the FIHMC has responsibility for and liability for such FIHMC sponsored research.

9. Financial Audit. the FIHMC, at its sole expense, shall have an independent certified public accountant prepare an annual postaudit of the corporation's financial accounts and the financial accounts of any authorized and approved subsidiary. Copies of the annual audit report shall include management letters and the FIHMC shall submit such to the University of West Florida Board of Trustees, the Auditor General and the Board of Governors for review.

10. Notices. For the purposes of this Agreement notice shall be in writing and shall be given by the United States registered or certified mail or by hand delivery,

in the case of the University to:

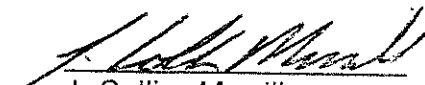

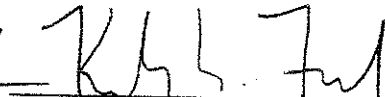
Dr. John Cavanaugh
President
University of West Florida
11000 University Parkway
Pensacola, FL 32514

and in the case of the FIHMC to:

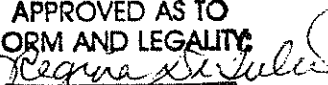
Dr. Kenneth M. Ford
Chief Executive Officer
Florida Institute for Human and Machine Cognition
40 South Alcaniz Street
Pensacola, FL 32501

11. Modification, Addenda to the Agreement. This Agreement is not subject to modification or amendment except in writing signed by the authorized representatives of the University and the FIHMC. The Institute and the University may from time to time enter into addenda to this Agreement, such addenda shall be in writing and signed by duly authorized representatives of the FIHMC and University. All such Addenda shall be subject to the terms of this Agreement.

12. Term of Agreement. This original Affiliation Agreement shall continue as a means of operation until amended or revised by mutual agreement of the parties set forth below.

 _____ J. Collier Merrill Chairman University of West Florida Board of Trustees	 _____ Dr. John Cavanaugh President University of West Florida	 _____ Dr. Kenneth Ford Chief Executive Officer Florida Institute for Human and Machine Cognition
<u>4/30/2004</u> Date of Signature	<u>30 April 2004</u> Date of Signature	<u>April 30, 2004</u> Date of Signature

(Final)

APPROVED AS TO
FORM AND LEGALITY


UWF ATTORNEY