



MEMORANDUM OF UNDERSTANDING

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,
ON BEHALF OF ITS LOS ANGELES CAMPUS, USA
AND
ARMGENIA GENETIC RESEARCH CHARITABLE TRUST
YEREVAN, ARMENIA**

The **University of California, Los Angeles (UCLA)** and **ArmGenia Genetic Research Charitable Trust Yerevan, Armenia** are linked by common interests and seek to develop collaborations and exchanges in fields of shared interest and expertise. The activities undertaken pursuant to this Memorandum of Understanding (MOU) are based on a spirit of cooperation and reciprocity that is intended to be of mutual benefit to both parties.

To the extent that the implementation of any agreed upon activity requires a commitment of resources, personnel, or intellectual property, a *supplementary agreement* must be negotiated and approved by the two parties before work on any of the projects can commence.

1. Purpose

This Memorandum of Understanding (MOU) serves as a written understanding of agreed upon principles between the **University of California, Los Angeles and ArmGenia Genetic Research Charitable Trust, Yerevan, Armenia**, concerning a set of general objectives.

This is a nonbinding agreement and is intended to clarify and to formalize the nature and extent of the complementary activities between key service delivery partners, defines roles and responsibilities and fosters a strong partnership that might be undertaken for the mutual benefit of the two parties.

Commitments of specific institutional resources, personnel, space, facilities, or any other academic or intellectual activities may be contemplated hereunder but are beyond the scope of this MOU.

Due to some unique historical and anthropological features, unraveling the genomic make-up of various nations and/or national groups could provide unparalleled benefits for international community and, foremost, for the advancement of translational science, healthcare and economy.

Furthermore, genome-wide association studies will provide information on how simple or complex genetic variability impacts on the risk for the development and pharmacogenomics of various common and rare diseases with genetic components.

This MoU will help participating entities and staff build more efficient working relationship and more empathy for the issues that the other group faces.

2. Objectives, Scope, and Mainstream Activities

Both institutions agree to encourage the development of the following types of activities:

- Explore the possibilities for developing joint translational research programs and collaborations in fields of shared interest and expertise, such as genetic and genomic studies, geographic comparative anthropology, specialty international reference laboratory services and training, and personalized medical care studies.
- Exchange of academic information and materials, researchers, specialized resources and expertise in specific areas of anthropological genetics, genogeography and clinical medicine and other potential fields of mutual interest.



- Visits and informal exchanges of researchers in specific areas of education, research, and outreach.
- Joint video conferences, symposia or other scientific meetings on subjects of mutual interest, including “on-line” resources.
- Further exchange and cooperation programs to which both parties agree.

The accomplishment of this collaborative agreement will enhance the development of advanced clinical practices and genomics research in Armenia, and participation of Armenian researchers in internationally recognized human genome projects.

3. Responsibilities of the Parties

The two parties recognize that the implementation of any agreed upon activity will depend upon the interests and expertise of the individuals involved and the availability of financial resources, space and other resources.

Accordingly, the implementation of any exchange and cooperative program based on this MOU shall be separately negotiated and determined between the two institutions.

It is further expected that both parties will be compliant with all applicable national, State and federal laws and IRB regulations, as well as organization/institutional policies.

4. Joint Undertakings

The Parties agree to undertake the following activities:

- (a) Arrange regular senior operational meetings to discuss organization and developments, future research directions and expectations, and feedback
- (b) Arrange regular briefings to discuss main concerns in the most efficient and effective way
- (c) Arrange single points of contact at each organization through who contact information can be distributed;
- (d) Share information that might lead to a better understanding of the way weather- related information is distributed and received by the public and media
- (e) Identify opportunities to maximize the efficiency of information exchange between the Parties

5. Contact mechanism

First points of contact (non-emergency)

- Each Party will appoint one senior research manager as the first point of contact for all general non-emergency-related matters.
- Either Party may replace its representative by giving notice of a change to the other Party.

6. Privacy

The Parties will cooperate to ensure they do not cause the other to breach any privacy obligations that another Party has at law.

7. Meetings and reporting

To accomplish the purpose and objectives set forth in the MOU, partners will exchange progress reports and will meet at least twice a year for the purposes of program planning and monitoring and evaluating outcomes.

All decisions at the meeting will be decided by consensus only.

8. Duration and Option to Amend, Extend or Terminate

This MOU will become effective when signed by both parties. The agreement will remain in effect for five years from the signature date below, and may be renewed or amended by mutual agreement of the parties. The parties agree to periodically review the activities undertaken and the progress made and to consult concerning amendments, renewal or termination of this MOU. Either party may terminate this MOU at any time by providing written notice of such termination to the other party. It may be amended on the initiative of either party by submitting a proposed amendment in writing to the other party and agreement of that party to the amendment.



9. General Terms

ArmGenia and UCLA understand and agree that the potential collaboration(s) set forth above will be subject to the execution of definitive agreement(s) outlining in detail the terms and conditions of the transaction(s) which are deemed acceptable by the parties. Each party reserves the right of final approval or disapproval of the definitive agreement(s) for any or no reasons.

This MOU is not intended to, and does not create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by either party, its officers, employees, or agents against the other party, its officers, employees, or agents.

Neither party will use the name of the other, either expressly or by implication, in any publicity, solicitation or advertisement without the express written approval of the other party to this MOU.

10. Management

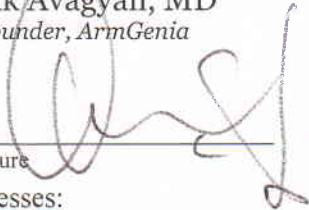
It is agreed by the parties to this MOU to jointly appoint a suitably qualified Manager by each site to manage the programs. The terms and conditions and remuneration for these positions will be determined by the parties to this agreement.

11. Signatures

This MOU shall enter into force on the date of the signing by qualified representatives of both institutions.

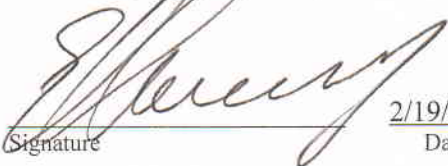
**ArmGenia Genetic Research Charitable Trust
Yerevan, Armenia**

Sevak Avagyan, MD
Co-Founder, ArmGenia



Signature 2/19/2016
Date

Evgeni Sokurenko, MD
Co-Founder, ArmGenia



Signature 2/19/2016
Date


**David Geffen School of Medicine
University of California, Los Angeles
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J. Thomas Rosenthal, MD
*Associate Vice Chancellor, UCLA Health System
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Signature 2/19/2016
Date

Wayne Grody, MD, PhD
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Signature 2/19/2016
Date