

Memorandum of Understanding of the Memphis Research Consortium

WHEREAS Memphis is home to higher education institutions and industry engaged in high quality, collaborative research which fosters economic growth and job creation;

WHEREAS high quality, collaborative research is essential to the transfer of knowledge for the betterment of society and for the creation of new jobs and new industries for economic growth;

WHEREAS economic growth and job creation in all parts of the State of Tennessee, including Memphis, are critical to the perpetuation of a robust economy for the entire state; and therefore

This **Memorandum of Understanding** shall hereby create the **Memphis Research Consortium**, a collaborative venture focusing on research, medicine and healthcare, computational and computer sciences, engineering and learning technologies to promote long-term economic development and job creation.

- I. Purpose: The purpose of the Memphis Research Consortium shall be to:
 - A. Accelerate the state's economic and workforce development efforts in the fields of science, engineering, logistics, medicine and healthcare, and learning technologies;
 - B. Leverage the existing capabilities of the participating institutions and the partnering research and business facilities;
 - C. Promote and develop support for collaborative research and development by interdisciplinary teams of the partnering research facilities;
 - D. Create opportunities for advances in health care and other key industries in Memphis, including but not limited, to public health, the medical device industry, medical and healthcare industries; bio-based products and chemical manufacturing; logistics and supply chain; computational and computer sciences; and learning technologies, to increase job opportunities and economic growth; and
 - E. Generate an environment which embraces and develops specific tools to advance the transfer of technology from the research entities to the commercial marketplace, through the creation of start-up companies as well as through licensing arrangements with existing companies, resulting in business, services and product development.

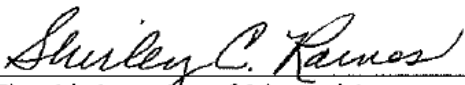
- II. Members: The founding members of the Memphis Research Consortium shall be the University of Memphis, St. Jude Children’s Research Hospital, Memphis Bioworks Foundation, the University of Tennessee Health Sciences Center, FedEx Corporation, Methodist Le Bonheur Healthcare System, Baptist Memorial Health Care Corporation, Smith & Nephew, Wright Medical Technology, Inc., and Medtronic Sofamor Danek.
- III. Collaborations:
- A. Members of the Memphis Research Consortium shall endeavor to engage in collaborations with one another, as is appropriate to the mission of each institution. Institutions and businesses who are not members of the Memphis Research Consortium may also be a part of particular collaborations.
- B. The following are examples of collaborations which could be encompassed by the Memphis Research Consortium:
1. Memphis Coalition for Advanced Networking (MCAN), a major regional research and education cyber-infrastructure providing access to Oak Ridge National Laboratories and the national high speed data network;
 2. The joint UTHSC-UM Biomedical Engineering Department, which can serve as a model for other joint departments and research projects between the members;
 3. The joint appointments shared by UM and InMotion, and UTHSC and InMotion, which can serve as a model for other joint faculty, research assistants, graduate students, and research professor appointments between the members;
 4. The School of Public Health, a newly-created unit of the University of Memphis with support from UTHSC, which can serve as a conduit for community collaboration with all members;
 5. UTHSC’s Clinical and Translational Sciences Institute, an innovative clinical trials institute, with a substantial role being played by the University of Memphis; and
 6. The research plan which builds upon the local strengths in orthopedics supported by UTHSC and the University of Memphis, industry leadership from the area’s medical device manufacturers, Medtronic Sofamor Danek, Smith & Nephew, and Wright Medical Technology, and also clinical applications from Campbell Clinic and the Medical Education Research Institute, among others, and university research collaborations

with ORNL. The research plan focuses on making Memphis a top 10 research center for musculoskeletal orthopedic innovation.

- C. The following shall be examples of potential future collaborations encompassed by the Memphis Research Consortium:
1. Where mutually feasible, members shall share use of research facilities, high-speed data network and other support services for research;
 2. Members from business and industry shall explore opportunities to engage in joint research and development efforts with the academic partner institutions which will enhance the possibilities for technology transfer and other business applications;
 3. Members shall pursue effective ways to collaborate as investigators in funded and pilot research projects, as well as train undergraduate and graduate students, post doctoral trainees, interns and technical support personnel; and
 4. Members shall continue to make investments in technology transfer and business applications building on the significant investments in furthering technology transfer at the academic partners, life-science incubators and early-stage venture funds with State support through TNinvestco. These investments will facilitate the commercialization of technology from university research. The Memphis Tomorrow Board and the Greater Memphis Regional Chamber members invested in the Memphis ED (Economic Development) plan, which is derived from the universities' research expertise and industry leadership's roles in creating more high quality jobs.
- IV. Member Responsibilities: Members of the Memphis Research Consortium shall endeavor to work together to advance research in their respective fields by collaborating on projects of mutual interest. Projects may be proposed by any member, and each member will have the option of participating in selected projects at their discretion.
- V. Lead Institutions: The University of Memphis, University of Tennessee Health Science Center, and St. Jude Children's Research Hospital shall be the lead institutions and the conveners of the Memphis Research Consortium. There shall be regular meetings as is necessary at mutually convenient times and locations. In addition, all members shall have the right to also call a meeting of the members, at mutually convenient times and locations.

- VI. Duration: This memorandum of understanding will remain in force until amended or discontinued by a simple majority of the members. Provided, however, this memorandum of understanding may be terminated at any time by any member as to itself; that member shall then have no further responsibilities or obligations with respect to this memorandum of understanding or its purpose. The termination of this memorandum of understanding by a member will not affect the non-terminating members.
- VII. Public Statements: It is understood that no member of the Memphis Research Consortium will use any other member's name or the details of this memorandum of understanding in any public announcement, statement, advertisement, release, or other public notice (collectively a "Public Statement") without the prior written consent of each member referenced in or whose participation may be reasonably implied by such Public Statement, and any proposed public announcement or similar communication must be approved by such members prior to being released or communicated.
- VIII. Expenses: Each member shall bear and pay all of its own costs and expenses incurred in connection with this memorandum of understanding and the Memphis Research Consortium, as well as the activities and other agreements and documents contemplated hereby or thereby.
- IX. Non-Binding: This memorandum of understanding constitutes only an expression of intent and is merely a reflection of the founding member's understanding of the general objectives of the Memphis Research Consortium, and roles, responsibilities and rights of the parties hereto. Except as to Sections VI, VII, VIII, and IX, this memorandum of understanding is not intended to create, and does not constitute, a binding commitment or legally enforceable obligation of the parties hereto. Participation in any particular initiative or activity of the Memphis Research Consortium is subject to the further due diligence and internal approval of each party.

By their signature below, the founding members hereby agree to the above-described Memphis Research Consortium:



The University of Memphis

01/18/2010

Date

University of Tennessee Health Science Center

Date

In support, signature forthcoming

St. Jude Children's Research Hospital

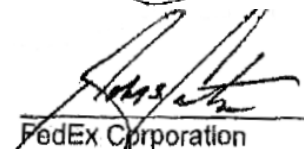
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Memphis Bioworks Foundation

01/18/2010

Date



FedEx Corporation APPROVED

01/18/2010

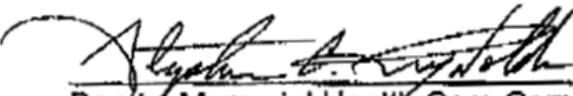
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Methodist Le Bonheur Healthcare System

01/18/2010

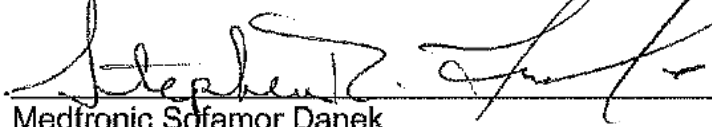
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Baptist Memorial Health Care Corporation

01/18/2010

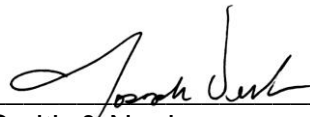
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Medtronic Sofamor Danek

01/18/2010

Date



Smith & Nephew

01/18/2010

Date



Wright Medical Technology Inc.

01/18/2010

Date