

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

UNIVERSITY OF PUERTO RICO AT MAYAGÜEZ
(UPRM)

AND

MEDTRONIC

THIS MEMORANDUM OF UNDERSTANDING is made by and between the University of Puerto Rico at Mayagüez (UPRM), a land-grant public institution of higher learning located in the Commonwealth of Puerto Rico, here represented by ~~Dr.~~^{Dr.} Pablo Rodríguez, the Chancellor of UPRM, and Medtronic, established and operating in Villalba, Puerto Rico, here represented by Eng. Germán Torres, General Manager.

WHEREAS, UPRM and Medtronic are aware that high quality education, training, research, development, knowledge dissemination, technology transfer, service, and outreach are the basis for the economic well being and development of Puerto Rico;

WHEREAS, UPRM and Medtronic are interested in establishing close ties in research and development of advanced technologies in the areas of manufacturing process and information systems;

WHEREAS, UPRM and Medtronic are concerned with issues of continued and sustainable development of high-technology industries, and the need for creative, competent, and entrepreneurial personnel;

WHEREAS, collaboration between the two institutions which share economic, and human development goals is highly desirable;

NOW, THEREFORE, in consideration of the mutual understanding set forth, the Parties do hereby mutually agree as follows:

I. PURPOSE

- a. This Memorandum of Understanding is intended to facilitate interactions and cooperative initiatives between UPRM and Medtronic in the areas of research, development, design, technology transfer, human resources development, and education.
- b. This Memorandum of Understanding sets forth a basis for future agreements between UPRM and Medtronic to initiate and conduct a joint program to promote interdisciplinary communication, cooperation, and collaboration in developing research and development projects.

II. IMPLEMENTATION

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The intend of this Memorandum of Understanding shall be implemented by collaborative planning and development of specific research and development proposals to be conducted by Medtronic and UPRM, in addition to conducting and providing human resources development activities of benefit to both parties. UPRM and Medtronic shall each appoint a program manager or liaison person to be charged with implementing the terms of this Memorandum of Understanding. In the initial phases, all activities shall be coordinated by Dr. Agustín Rullán, Chairman of the Industrial Engineering Department and Coordinator of the Technology Corridor of UPRM, and by Mr. Erick Cuvillier, Engineering Manager of Medtronic.

III. SUPPLEMENTAL AGREEMENTS

This Memorandum of Understanding shall be supplemented by agreements for specific projects by authorized representatives of UPRM and Medtronic. Each agreement shall specify: a) objectives; b) implementation plan; c) responsibilities of each institution; d) budget and funding sources; e) timetables and evaluation criteria; f) non-disclosure and intellectual property agreements, and, when applicable, g) the costs apportioned to each institution.

IV. OTHER TERMS AND CONDITIONS

- a. UPRM and Medtronic shall be responsible for their respective costs associated with the activities in this Memorandum of Understanding. Payment for costs associated with future agreements will be subject to negotiations between UPRM and Medtronic.
- b. Nothing in this Memorandum of Understanding shall obligate UPRM and Medtronic individually or collectively, to any current or future expenditure of resources in advance of the availability of appropriations through their respective fiscal authorization procedures.

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V. PERIOD OF AGREEMENT

This Memorandum of Understanding shall be effective immediately when signed by authorized representatives of both UPRM and Medtronic, and shall remain in force for five (5) years from that date unless terminated according to the provisions of paragraph VIII below. This Memorandum of Understanding shall be renewable for additional time period as mutually agreed upon by representatives of UPRM and Medtronic.

VI. EQUAL OPPORTUNITY

UPRM and Medtronic subscribe to the policy of Equal Opportunity and will not discriminate on the basis of race, sex, age, political orientation, ethnicity, religion, or natural origin. UPRM and Medtronic shall abide by these principles in the administration of this Memorandum of Understanding, and neither entity nor any of its representatives shall knowingly impose criteria for the exchange of scholars, staff, or students that would violate the principles of nondiscrimination.

VII. MODIFICATION

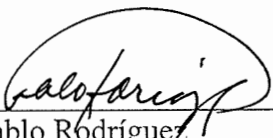
Authorized representatives of UPRM and Medtronic may modify this Memorandum of Understanding only in writing. Modifications shall be incorporated by reference and made a part of this Memorandum of Understanding.

VIII. TERMINATION


Authorized representatives of UPRM and Medtronic may modify this Memorandum of Understanding may be terminated at any time by written mutual agreement or upon 90 days advanced notice by either Party.

UNIVERSITY OF PUERTO RICO
AT MAYAGÜEZ CAMPUS

MEDTRONIC

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Prof. Pablo Rodríguez
Chancellor
UNIVERSITY OF PUERTO RICO
AT MAYAGÜEZ CAMPUS

 27 APR 01

Eng. Germán Torres
General Manager
MEDTRONIC