

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF ALABAMA IN HUNTSVILLE
AND
THE UNIVERSITY OF PUERTO RICO, MAYAGÜEZ**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into between The Board of Trustees of The University of Alabama, a public educational and constitutional instrumentality of the State of Alabama, incorporated by statute, for and on behalf of The University of Alabama in Huntsville (UAH) and The University of Puerto Rico, Mayagüez (UPRM). Dr. Christine Curtis, Provost of UAH, resident of Huntsville, Alabama, and Dr. John Fernández Van Cleve, Chancellor of the UPRM Campus, resident of San Germán, Puerto Rico, in exercise of the duties and powers conferred upon him by the Law of the University of Puerto Rico, established by University Rules and regulations, approved January 20, 1966 (UPRM).

I. INTRODUCTION

Representatives from both UAH and UPRM met to discuss creating a formal collaboration between the two institutions, which would foster increased research collaboration and further diversity by creating mechanisms for student and faculty exchanges. Both of these institutions have strong science, technology, engineering, and mathematics (STEM) programs for undergraduate and graduate studies, thereby making this collaboration an ideal mechanism for UAH and UPRM to utilize and share resources and capabilities, especially in areas of STEM.

The purpose of the MOU is to formalize and strengthen ties between UAH and UPRM, in order to increase and promote education, cultural exchanges, and foster increased growth of education, research, training, and professional development for students, faculty, and staff at both institutions, which will be mutually beneficial to the missions of both institutions.

II. OBJECTIVES & RESPONSIBILITIES

As established by this MOU, the parties agree to pursue opportunities that may include, but are not limited to:

- Collaborating on research efforts, identifying opportunities, proposal preparation, and proposal submittal.
- Creating and implementing exchange programs for students and faculty (The parties will define in a specific implementing memorandum of understanding the terms and conditions of any faculty or students programs. No faculty or student exchange will take place until said specific implementing memorandum is duly signed by both parties).
- Identifying undergraduate and graduate students to take courses for transferable credit that would be accepted at either institution.
- Establishing and sharing collaborations among regional governments, academia, schools, and industry partners that will foster increased collaboration.

In fulfilling the objectives of this MOU, the parties agree to participate in and be responsible for seeking and developing ways to meet its objectives.

III. EFFECTIVE DATE, PERIOD OF PERFORMANCE, AND TERMINATION

This MOU shall become effective upon the date of the last signature and shall remain in effect until the end of five years, unless otherwise amended by a mutual written agreement or terminated at any time, with or without cause, by either party upon ninety (90) days advance written notice to the other party. This MOU shall be renewable for additional time periods as mutually agreed upon in writing by duly appointed representatives of UPRM and UAH.

IV. IMPLEMENTATION

The Provost of UAH and the Chancellor of UPRM shall appoint individuals at each university to help disseminate the terms of this MOU and help direct the successful development and implementation of opportunities, programs, research, training, exchanges, and so forth, which meet the objectives of this MOU.

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V. INTELLECTUAL PROPERTY

UAH inventions and copyrights shall remain at all-times property of UAH. UPRM inventions and copyrights shall remain at all-times property of UPRM.

The two parties agree to enter into, in advance and in writing, separate intellectual property and licensing agreements as appropriate and as the need arises from collaborative efforts, especially in areas of research and development.

VI. OTHER TERMS AND CONDITIONS

- 1) UPRM and UAH shall be responsible for their respective costs associated with the activities provided for within this MOU. Payments for costs associated with future agreements will be subject to negotiations between UPRM and UAH and the mutual agreement of the parties. Any such agreements shall be in writing and duly executed by representatives of the parties.
- 2) Nothing in this MOU shall obligate UPRM or UAH, individually or collectively, to any current or future expenditure of funds in advance of the availability of appropriations through their respective fiscal authorization procedures and there being a duly executed implementing agreement setting out the nature and extent of those expenditures.

VII. SUBSEQUENT IMPLEMENTATION AGREEMENTS

It is understood that the details of specific cooperative endeavors and projects will be negotiated by the parties and reduced to a separate written Implementation Agreement in each case. Such details may include financial arrangements, faculty leave of absence, conditions for use of joint research results, etc. This MOU itself does not create any legal relationship or financial obligation between the parties but is designed to facilitate and develop a genuine and mutually beneficial process for collaboration.

VIII. CONFORMANCE WITH REGULATIONS

All students covered by this MOU and future Implementation Agreements shall be bound by rules and regulations set forth by both the home institution and the institution being visited.

IX. EQUAL OPPORTUNITY

UPRM and UAH subscribe to the policy of Equal Opportunity and will not discriminate unlawfully on the basis of race, sex (including marital or parental status), age, political or sexual orientation, ethnicity, religion, disability, genetic information, protected veteran status, citizenship status, or national origin. UPRM and UAH shall abide by these principles in the administration of this MOU, and neither entity or any of its representatives shall knowingly impose criteria for the exchange of scholars, staff or students that would violate these principles of nondiscrimination.

X. ENTIRE UNDERSTANDING

This document constitutes the entire MOU between the parties, and all prior discussions, agreements, and understandings, whether verbal or written, are hereby replaced by this MOU. This MOU itself does not create any legal relationship, or legal obligation, or financial obligation between the parties but is designed to facilitate and develop a genuine and mutually beneficial process for collaboration.

XI. MODIFICATION

This MOU may be modified only in writing by authorized representatives of UPRM and UAH.

XII. NON-DISCLOSURE

Both parties shall during the term of this MOU hold in confidence all confidential information received from the other and, except where disclosure is required by law, shall not disclose the same to any third party without prior written consent of the other. Further, unless prior written consent of the other party is obtained, the receiving party shall not use the above mentioned information for any purpose other than the purpose contemplated under this MOU. Only information reduced to writing and clearly marked as

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“CONFIDENTIAL” shall be considered to be confidential information subject to the requirements of this provision.

XIII. POINTS OF CONTACT

The following designated individuals shall serve as points of contact for their respective parties for the purpose of this agreement. All notices required or permitted to be given under the term of this agreement shall be in writing and shall be sent to the points of contact. The name and address to which notices shall be sent may be changed from time to time by written notice sent as herein specified.

For UAH:

Dr. Suzy Young
The University of Alabama in Huntsville
Office for Proposal Development
Suite 157, Shelby Center
Huntsville, Alabama 35899

For UPRM:

Dr. Pedro Quintero
University of Puerto Rico-Mayagüez Campus
Mechanical Engineering Department
Call Box 9000
Mayagüez, PR. 00681-9000

XIV. FINAL DISPOSITIONS

- 1) Once the two parties have an active project they are committed to maintaining the required documentation related to the project and its originating institutional guidelines for no less than three (3) years from the termination of this MOU.
- 2) Neither party shall use the name of the other institution, its initials, stamp, logos, seal, or any other identifying emblem or distinctive symbol of the other institution without the prior express written authorization of the institution to which said emblems and distinctive symbols belong.
- 3) Neither of the parties shall assume any liabilities to each other. As to liability to each other the parties do not waive any defense as a result of this agreement. Likewise, this provision shall not be construed to limit the parties' rights, claims or defenses which arise as a matter of law pursuant to any provisions of this MOU.
- 4) Each of the parties consents to exempt and exonerate the other party from responsibility in the case of any judicial or extrajudicial claim, and to provide indemnity for damages and/or mental or moral anguish that may be suffered by any person or legal entity, when said damages are alleged to have been caused by the negligent, reckless, and/or culpable actions, conduct, or omissions of each party, its agents or employees, when such damages shall have occurred totally or partially during the realization of this MOU. UAH agrees to the provisions of this Section XIV.4) only to the extent, if any, permitted by the laws of the State of Alabama and while expressly reserving the right to assert the defense of sovereign immunity against any claim whatsoever.
- 5) LAW 127 OF MAY 31, 2004 CLAUSE- No service shall be rendered or received based on the terms of this MOU until it is presented for registry in the Office of the Controller of the Commonwealth of Puerto Rico according to Law No. 18, dated October 30, 1975.
- 6) INDEPENDENT CONTRACTOR CLAUSE: In performing activities under this MOU, the relationship of each of the parties to the other is and shall be that of an independent contractor in all respects and nothing herein shall be construed as creating any other relationship.
- 7) FORCE MAJEURE. In the event that the performance of the obligations under this Memorandum is impeded by reason of Force Majeure, the parties shall be released from their obligations and neither party shall be responsible for any damage sustained by the other party or have any further recourse against the other party. Force Majeure shall mean accident before and after the installation of the equipment, fire, earthquake, hurricane, flood, Act of God or natural disaster, epidemics or pandemics, nuclear explosions, strike, work stoppages, or other labor disturbance, riots or civil commotions, vandalism, war or other act of any nation,

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terrorism, power of government, or government agency, or any other cause which is beyond the control of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the dates indicated below.

In Mayagüez, Puerto Rico.

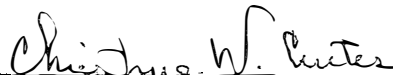
SIGNATURES



John Fernández Van Cleve, PhD
Chancellor *mtc*
University of Puerto Rico
Mayagüez Campus

Date: March 20, 2015


THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ALABAMA, FOR
AND ON BEHALF OF THE
UNIVERSITY OF ALABAMA IN
HUNTSVILLE



Christine W. Curtis
Provost and Executive Vice President
for Academic Affairs

Date: 2/9/2015

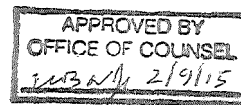
Recommended by:



Agustín Rullán Toro, PhD
Interim Dean
College of Engineering
University of Puerto Rico
Mayagüez Campus



Marisol Vera Colón, PhD
Director *mtc*
Research and Development Center
University of Puerto Rico
Mayagüez Campus



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