

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
UNIVERSITY OF PUERTO RICO AT MAYAGUEZ  
AND  
UNIVERSITY OF MASSACHUSETTS, AMHERST**

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THIS MEMORANDUM OF UNDERSTANDING is made by and between the University of Puerto Rico at Mayaguez (UPRM), a land-grant public institution of higher learning located in the Commonwealth of Puerto Rico, here represented by its Chancellor John Fernández Van Cleve, 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 and University of Massachusetts, Amherst (UMass), established and operating in Amherst, Massachusetts, here represented by the Executive Director of UMass STEM Diversity Institute (SDI), Sandra L. Petersen, in exercise of the duties and powers conferred upon her by UMass upper administration.

WHEREAS, UPRM and UMass are aware that high-quality education, training, research, development, knowledge dissemination, service and outreach are the basis for the economic wellbeing and development of Puerto Rico;

WHEREAS, UPRM and UMass have been part of the so-called Northeast Alliance for Graduate Education and the Professoriate (NEAGEP), a National Science Foundation's AGEP funded program;

WHEREAS, UPRM has organized seven annual versions of the so-called NEA Science Day in its Campus, an event that has become well-known within the UPRM community and the NEAGEP institutions;

WHEREAS, NEAGEP does no longer count on federal funding to support futures NEA Science Days at UPRM;

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WHEREAS, future NEA Science Days are beneficial to both Parties and to the NEAGEP Alliance as a whole;

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

1) PURPOSE

This Memorandum of Understanding is intended to facilitate the realization of the future versions of the NEA Science Day at UPRM, relying on external financial support.

2) IMPLEMENTATION

The intent of this Memorandum of Understanding is to implement the 8<sup>th</sup> NEA Science Day at UPRM. UPRM and UMass shall appoint Dr. L. Antonio Estévez and Dr. Sandra L. Petersen as Program Managers, who will be charged with implementing the terms of this Memorandum of Understanding. These initiatives will include, but will not be limited to the following:

- 1) Objectives: Organize and realize the 8<sup>th</sup> NEA Science Day at UPRM. This is a one-day event held on a Thursday that comprises the following activities:
  - a) A poster session/competition where graduate and undergraduate students will present their research achievements. Posters will be judged and the best three presentations in each category will receive an award. All participants will receive a certificate of participation.
  - b) An information session where participating NEAGEP institutions will have the opportunity to give a brief presentation about summer and graduate-studies opportunities for students.
  - c) A camaraderie lunch where students and local and visiting faculty will have the opportunity to exchange ideas.
  - d) A dual-purpose session where on one hand, local and visiting faculty can discuss possible collaboration opportunities, and on the other hand, students will be able to get detailed information, on a one-to-one basis, about summer and/or graduate studies offerings in the participating NEAGEP institutions.
  - e) A closing ceremony/dinner, where the award winners will be announced.

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- 2) Responsibilities of each institution: The success of the event depends on the commitment of all institutions involved. Specific responsibilities are:
  - a) UMass, on behalf of the NEAGEP, will contribute with up to \$25,000, which represents full funding for the event. Transfer of funds will be in the form of reimbursements based on invoices generated by UPRM.
  - b) UPRM will be responsible of all logistics aspects of the event, and generating the necessary invoices to UMass for the reimbursement of the expenses.
  - c) Participating NEAGEP institutions will be responsible of identifying faculty representatives and providing travel support to attend the event.
- 3) Budget and source of funding: As mentioned above, UMass has identified the sum of \$25,000 of its own; no federal funds are involved. This sum will be spent according the budget included in Attachment A. Any deviation from the attached budget shall be approved by both Program Managers listed in the clause 2) IMPLEMENTATION, above.

### III. OTHER TERMS AND CONDITIONS

Nothing in this Memorandum of Understanding shall obligate UPRM and UMass, individually or collectively, to any current or future expenditure, other than what is specified above, of resources in advance of the availability of appropriations through their respective fiscal authorization procedures.

### IV. PERIOD OF AGREEMENT

This Memorandum of Understanding shall be effective immediately when signed by authorized representatives of both UPRM and UMass and shall remain in force for one (1) year from the date unless terminated according to the provisions of paragraph VIII (Termination) below. This Memorandum of Understanding shall be renewable for additional time periods as mutually agreed upon in writing by representatives of UPRM and UMass.

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V. EQUAL OPPORTUNITY

UPRM and UMass 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 UMass 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.

VI. MODIFICATION

This Memorandum of Understanding may be modified only in writing by authorized representatives of UPRM and UMass. Modifications shall be incorporated by reference and made a part of this Memorandum of Understanding.

VII. TERMINATION

This Memorandum of Understanding may be terminated at any time by written mutual agreement of upon ninety (90) days advance notice by either Party. Each party shall be responsible for its own costs incurred during the preparation and execution of this Memorandum of Understanding.

VIII. FINAL DISPOSITIONS

- 1) The two parties are committed to maintaining records of all reports of timesheets for jobs, communications and all other documents related to the coordination of activities discussed in this agreement in order that they be available for examination or copying by the Office of Internal Auditors of the University of Puerto Rico, by a firm of outside auditors hired by the University of Puerto Rico, by the Office of the Comptroller of Puerto Rico in its auditing

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of the University of Puerto Rico as required by law. Audits will be carried out at reasonable times during the course of the services or after their completion, in accordance with generally recognized auditing practices. Said documents will be kept for a period of no less than six (6) years or until the Office of the Controller of Puerto Rico has made its investigation, whichever occurs first.


- 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 express written authorization of the institution to which said objects belong.
- 3) Neither party 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 agreement. Additionally, this agreement shall not be construed to limit the sovereign immunity of the Government of Puerto Rico and the University of Puerto Rico.
- 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 the extent allowable under Massachusetts Law for the University, to be responsible for damages that may be suffered by any person or legal entity, when said damages are proven to have been caused by the negligent, reckless, and/or culpable actions, conduct, or omissions of each party, or its employees, when such damages shall have occurred totally or partially during the realization of this Agreement.
- 5) LAW 127 OF MAY 31, 2004 CLAUSE- No service shall be rendered or received based on the terms of this contract 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 Memorandum of Understanding, the UMass shall be considered as an


independent contractor and shall not be entitled to any benefits applicable to employees of UPRM. The employees of the UMass shall not be considered as employees of the UPRM. Nothing in this Memorandum of Understanding will be deemed to create an employer-employee or principal-agent relationship between UPRM and UMass employees, consultants, agents or independent contractors.

- 7) FORCE MAJEURE. In the event that the performance of the obligations under this Memorandum are impeded by reason of Force Majeure, the parties shall be released from their obligations and neither party shall be responsible for any damage sustained and have no 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, terrorism, power of government, or government agency, or any other cause which is beyond the control of the parties.

In Mayaguez, Puerto Rico.

SIGNATURES

  
John Fernández Van Cleve, PhD  
Chancellor *John*  
University of Puerto Rico  
Mayaguez Campus  
Date: *February 5, 2015*

  
Sandra L. Petersen, PhD  
Executive Director  
STEM Diversity Institute  
University of Massachusetts, Amherst  
Date: February 10, 2015

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Recommended by:



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Marisol Vera Colón, PhD  
Director *mk*  
R&D Center  
UPRM



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L. Antonio Estévez, PhD  
Principal Investigator  
Professor  
NEAGEP Liaison at UPRM



# Attachment A

## 8th NEA Science Day Budget

Item	No.	Cost
Attendees	120	
Printing Books, Promotion, etc.	150	\$
Printing posters	80	
Office supplies		
Souvenirs	140	
Prizes	6	
Welcome cocktail		
Coffee break & lunch (Wednesday)		
Closing dinner (including rent)		
Project assistant		
PD additional compensation		
Stipends	5	
Web services		
Unforeseen expenses		
<b>Total</b>		

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