



MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNIVERSITY OF PUERTO RICO AT MAYAGÜEZ
AND
PUERTO RICO ELECTRIC POWER AUTHORITY

THIS MEMORANDUM OF UNDERSTANDING is made by and between the University of Puerto Rico at Mayagüez (UPRM), here represented by Jorge Rivera Santos, Acting Chancellor, and Puerto Rico Electric Power Authority (PREPA), here represented by its Executive Director, Miguel A. Cordero López.

WHEREAS, UPRM and PREPA are interested in assessing the current policies and strategies for supporting renewable energy projects and the job creation opportunities (green jobs) that would be derived from investment in such projects;

 **WHEREAS**, UPRM and PREPA are interested in the analysis of the development, performance and economic, environmental, and social impact of renewable energy projects in Puerto Rico from a sustainable energy perspective;

 **WHEREAS**, UPRM and PREPA are concerned with current issues of municipal landfill and waste disposal problems, these issues would entail the assessing of new technologies and initiatives to solve such environmental problems while creating sustainable or alternate energy development opportunities;

WHEREAS, collaboration between the two institutions which share the same concerns about sustainable energy supply 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 PREPA in the areas of research, development, design and technology transfer.
- b. This Memorandum of Understanding sets forth a basis for future agreements between UPRM and PREPA to initiate and conduct joint programs, to promote cooperation and collaboration in developing renewable energy projects and related technologies. These programs will also emphasize collecting, evaluating and sharing technical information of such technologies, to seek funding from federal and other state government sources, and to engage in the joint preparation of proposals for such funding if that is the case.

II. IMPLEMENTATION

The intent of this Memorandum of Understanding shall be implemented by collaborative planning, development, proposals, and the implementation of joint interdisciplinary programs in areas of education, training, research, development, commercialization, and dissemination of knowledge.

III. SUPPLEMENTAL AGREEMENTS

This Memorandum of Understanding may be supplemented by agreements for specific projects by authorized representatives of PREPA and UPRM. 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;
- g) When applicable, the costs apportioned to each institution.

The relationship of the parties to this agreement shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.

IV. OTHER TERMS AND CONDITIONS

- a. UPRM and PREPA shall be responsible for their respective costs associated with the activities in this Memorandum of Understanding. Payment for cost associated with future agreements will be subject to negotiations between UPRM and PREPA.
- b. Nothing in this Memorandum of Understanding shall obligate UPRM and PREPA, individually or collectively, to any current or future expenditure of resources in advance of the availability of appropriations through their respective fiscal authorization procedures.
- c. Both institutions are committed to maintaining records of all reports, timesheets for jobs and all other documents related to the services discussed in this agreement, in order that these be available for examination or copying by the Office of Internal Auditors of the University of Puerto Rico or the Office of Internal Auditors of PREPA, by a firm of outside auditors hired by the University of Puerto Rico, or the Office of the Comptroller of Puerto Rico in its auditing 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 years or until the Office of the Controller of Puerto Rico has made its investigation, whichever occurs first.
- d. 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.
- e. Neither 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 PREPA or the University of Puerto Rico's rights, claims or defenses which arise as a matter of law pursuant to any provisions of this agreement. Additionally, this profession shall not be construed to limit the sovereign immunity of PREPA or the Commonwealth of Puerto Rico and the University of Puerto Rico.

V. PERIOD OF AGREEMENT

This Memorandum of Understanding shall be effective when signed by authorized representatives of both UPRM and PREPA. This Memorandum shall remain in force for three (3) 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 PREPA.

VI. EQUAL OPPORTUNITY

UPRM and PREPA 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 PREPA shall abide by these principles in the administration of this Memorandum of Understanding.

VII. MODIFICATION

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

VIII. TERMINATION

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,
MAYAGUEZ CAMPUS

Dr. Jorge Rivera Santos, Acting Chancellor
UNIVERSITY OF PUERTO RICO,
MAYAGUEZ CAMPUS
Date: _____
City: _____

PUERTO RICO ELECTRIC
POWER AUTHORITY

Miguel A. Cordero López
Executive Director
Date: December 16, 2009
City: San Juan, Puerto Rico