

*Interagencial*



ESTADO LIBRE ASOCIADO DE PUERTO RICO  
GOBIERNO MUNICIPAL DE CULEBRA  
PO BOX 189  
CULEBRA, PUERTO RICO

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
UNIVERSITY OF PUERTO RICO AT MAYAGUEZ  
AND  
THE MUNICIPALITY OF CULEBRA**

**THIS MEMORANDUM OF UNDERSTANDING** is made by and between the University of Puerto Rico at Mayaguez (UPRM), here represented by John Fernández Van Cleve, Chancellor, and the Municipality of Culebra, autonomous Municipality of the Commonwealth of Puerto Rico, here represented by its Mayor, William Ivan Solís Bermúdez,

**WHEREAS**, UPRM, through a collaborative agreement with the US National Oceanic and Atmospheric Administration – NOAA, is engaged in developing a Caribbean Integrated Coastal Ocean Observing System- CariCOOS.

**WHEREAS**, UPRM and the Municipality are aware of the need to augment the number of weather stations in the island of Puerto Rico and make them available to public domain;

**WHEREAS**, UPRM and the Municipality are interested on using the collected data to improve their research and operation activities;

**WHEREAS**, collaboration between the two institutions will result in mutual benefit;

**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 the Municipality in the areas of research, development, design and augmentation of weather stations in the island of Puerto Rico, which activities are funded by the National Oceanic Administration (NOAA) Integrated Ocean Observing System, thru the Caribbean Regional Association (CaRA) and its implementation research titled Implementation of the Caribbean Regional Integrated Coastal Ocean Observing System (CariCOOS), which PI is Julio Morell, Investigator of the Marine Science Department of the UPRM.

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- b. This Memorandum of Understanding sets forth a basis for future agreements between UPRM and the Municipality to initiate and conduct a joint program to promote interdisciplinary communication, cooperation, and collaboration. The program will emphasize collecting, evaluating and sharing technical information of weather data and numerical coastal modeling.

### **I. IMPLEMENTATION**

The intent of this Memorandum of Understanding shall be implemented by collaborative planning, and installation of weather instrumentation at the lighthouse of Culebrita (Culebrita) structures owned by the Municipality. UPRM-CariCOOS and its contractors will be assisted by the Municipality personnel to gain access to the proposed sites in order to perform installation and maintenance work on the weather instrumentation, as needed. UPRM will acquire the necessary equipment and gear to accomplish the installation of the proposed weather station.

Whereas a formal petition will need to be submitted or scheduled in advance, in order to coordinate the proposed activities, these activities will be coordinated between UPRM and the Municipality represented respectively by Luis D. Aponte-Bermúdez, Associate Professor of the Civil Engineering and Surveying Department and Orlando Bermúdez, Director of the Territorial Ordination Department of Culebra.

The proposed site owned by the Municipality contemplated in this agreement is: **(1) the lighthouse of Culebrita** located in the Culebrita island of the Municipality of Culebra. The installation will take place on the exterior top part of the lighthouse structure. In addition, the collected meteorological data will be available to the Municipality at their request.

### **II. SUPPLEMENTAL AGREEMENTS**

This Memorandum of Understanding may be supplemented by agreements for specific projects by authorized representatives of UPRM and the Municipality (e.g., the R&D Center (CID)). 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.

### **III. OTHER TERMS AND CONDITIONS**

- a. UPRM shall be responsible for the costs associated with the activities in this Memorandum of Understanding. UPRM will be responsible for any payments for costs associated with future agreements. The Municipality will not be held responsible for any costs associated with this agreement.

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- b. Nothing in this Memorandum of Understanding shall obligate UPRM and the Municipality 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. 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 of the University of Puerto Rico and the Municipality of Culebra 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.
- 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 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.
- f. The Municipality will not be responsible of any damage or loss of the equipment, weather instrumentation and/or any device installed by UPRM at the structures that belong to the Municipality.
- g. UPRM shall carry a public liability insurance with insurance companies authorized to do business in Puerto Rico and acceptable to the Municipality, insuring UPRM against all liability for personal injury, including bodily injury, property damages, and any pollution damages triggered from the former U.S. bombing practice site located at Culebra, caused by UPRM's installation of weather instrumentation and use of the proposed sites covered by this agreement.
- h. The policy limits of said public liability insurance shall not be less than \$1,000,000.00 for any occurrence involving personal injury, including bodily injury or death to each person; \$1,000,000.00 for each occurrence involving more than one person and \$1,000,000.00 for property damages.
- In addition, the public liability insurance policy shall contain an endorsement including the Municipality as additional insured.
- i. 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

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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 Agreement.

#### **IV. PERIOD OF AGREEMENT**

This Memorandum of Understanding shall be effective when signed by authorized representatives of both UPRM and the Municipality, and registered at the P.R. Comptroller Office and shall remain in effect for the term of 5 years, unless, terminated according to the provisions of paragraph VIII below. This Memorandum of Understanding can be renewable in writing for additional time period as mutually agreed upon by representatives of UPRM and the Municipality.

#### **V. EQUAL OPPORTUNITY**

UPRM and the Municipality 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 the Municipality 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 the Municipality. 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 or upon 90 days advanced notice by either Party.

#### **VIII. 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 labour disturbance, riots or civil commotions,

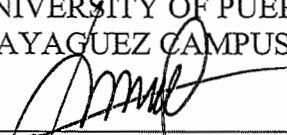
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vandalism, war or other act of any nation, terrorism, power of government, or government agency, or any other cause which is beyond the control of the parties.

**IX. GOVERNING LAW**

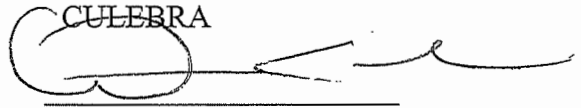
In any dispute regarding the terms of this Memorandum, shall be constructed according the laws of Puerto Rico.

UNIVERSITY OF PUERTO RICO,  
MAYAGUEZ CAMPUS

  
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John Fernández Van Cleve, Ph.D.,  
Acting Chancellor *mf*  
UNIVERSITY OF PUERTO RICO,  
MAYAGUEZ CAMPUS

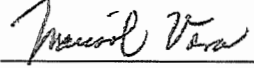
Date: February 27, 2015  
City: Mayagüez, P.R.


MUNICIPALITY OF  
CULEBRA

  
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William I. Solís Bermúdez  
Honorable Mayor of Culebra  
MUNICIPALITY OF  
CULEBRA

Date: \_\_\_\_\_  
City: \_\_\_\_\_

Recommended by:

  
\_\_\_\_\_  
Dra. Marisol Vera-Colón  
Director – R&D Center *mf*

  
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Julio M. Morell  
CariCOOS Principal Investigator