

MEMORANDUM OF UNDERSTANDING
 BETWEEN
 THE UNIVERSITY OF PUERTO RICO SYSTEM
 AND
 THE DEPARTMENT OF INTERIOR
 U.S. GEOLOGICAL SURVEY
 FOR COOPERATION IN SCIENTIFIC RESEARCH, FACULTY
 EXCHANGE, AND STUDENT INTERNSHIPS

ARTICLE I SCOPE AND OBJECTIVES

The U.S. Geological Survey of the Department of the Interior of the United States of America (hereafter referred to as the "USGS") and the University of Puerto Rico System (hereafter referred to as the "UPR") have agreed to procedures for cooperation as defined in this Memorandum of Understanding. The USGS and the UPR (hereinafter referred to as the "Parties") agree that this cooperation will be beneficial to both Parties and hereby state their intentions to pursue scientific and technical cooperation in the Earth and natural sciences.

The purpose of this Memorandum is to provide for the coordination of collaborative research, inventories, monitoring, and data exchange in the Earth and natural sciences including natural hazards, geology, hydrology, remote sensing, mapping, and biological studies, between the UPR and USGS. This will facilitate the exchange of faculty and students for research in the fields of management and interpretation of natural resources and hazards within the UPR and the USGS.

ARTICLE II AUTHORITIES AND POLICIES

The authorities for entering into this Memorandum are Executive Order 12900, Educational Excellence for Hispanic Americans, dated February 22, 1994; and 43 U.S.C. Sections 1451 and 1453.

The terms of this Memorandum are authorized under Public Law 99-591, which provides permanent authority to "prosecute projects in cooperation with other agencies, Federal, State and private." In case of conflict, the applicable Federal laws and regulations apply.

Actions taken relative to or under the auspices of this Memorandum will comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to: the Civil Rights Act of 1964, as amended (Public Law [P.L.] 88-352); the Rehabilitation Act of 1973, as amended (P.L. 93-112); the Age Discrimination of Employment Act of 1967, as amended (P.L. 90-202); and the Civil Rights Act of 1991, as amended (P.L. 102-166). These regulations state, in part, that no person in the United States may be discriminated against on the basis of race, color, national origin, sex, religion, age, or physical or mental disability, and that all Federal funds must be used in a non-discriminatory manner.

ARTICLE III COOPERATIVE ACTIVITIES

The Parties agree that specific areas of cooperation may include, but are not limited to, such activities of mutual interest as:

1. Surface- and Ground-Water Hydrology
2. Interpretation of Satellite Imagery
3. Coastal Erosion and Processes
4. Geology
5. Mapping
6. Remote Sensing
7. Earth Sciences Data Collection
8. Geographic Information Systems (GIS)
9. Biological Research
10. Ecological Studies and Monitoring
11. Climate Change Research
12. Flood Hazards
13. Earthquake Hazards
14. Landslide Hazards

The Parties will seek opportunities for collaboration; the elimination of duplicated efforts where possible; the sharing of new and existing data and resource inventories, as appropriate; and participation in cooperative projects that benefit human health and safety, and natural ecosystem functions.

ARTICLE IV IMPLEMENTING AGREEMENTS

Each activity under this Memorandum shall be described in regard to its objectives, scope, schedule, cooperative entities, and funding, if appropriate, in an individual Project Implementation Plan (PIP), which shall be considered as an annex to this document. Such agreements must be approved and signed by the appropriate officials of both Parties.

ARTICLE V FINANCIAL COMMITMENTS

This Memorandum does not constitute a financial commitment on the part of the Parties. Financial support (if appropriate) for each of the implementing PIP's, must be fully described and is subject to ordinary budgetary and administrative procedures.

ARTICLE VI INTELLECTUAL PROPERTY AND PUBLICATION RIGHTS

The UPR and USGS shall each have the right, at their discretion, to publish freely any results of research under this Memorandum. The right, if any, to disseminate information regarding intellectual property, the sharing of the same, the manner in which this shall be done, to what parties, the timing of any such release, and any other matters in relation to the allocation and use

of intellectual property rights, shall be stated in any annex or agreement modification made under the umbrella of this Memorandum. The UPR policies and applicable Federal laws and regulations shall govern any issues with respect to intellectual property.

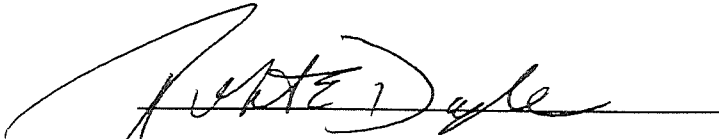
ARTICLE VII HOLD HARMLESS CLAUSE

Each Party agrees that it will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other Parties thereof. To the extent authorized by law, the UPR agrees to indemnify and hold the USGS harmless from any loss, damage, liability, cost expense to the person or property of another which was caused by the negligence of the University, its officers, employees, and agents, under this Memorandum. The USGS's liability shall be governed by the provisions of the Federal Tort Claims Act, 18 U.S.C. 2671-80 (1976).

ARTICLE VIII TERMS OF AGREEMENT

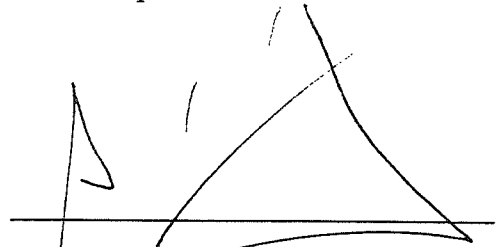
When accepted in writing by both Parties, this Memorandum shall remain in effect for five years from the date of the last signature. Proposals to modify the terms of the Memorandum can be initiated in writing by either of the Parties and are subject to approval by each of the Parties. Each Party will designate an official to administer proposals under this Memorandum and facilitate communication between the Parties. The Memorandum can be terminated by either Party upon sixty (60) days' written notice. The termination shall not affect the validity, duration, or completion of projects under this Memorandum that were initiated prior to such termination.

APPROVED:



Robert E. Doyle
Deputy Director
U.S. Geological Survey

Oct. 5, 2005
Date



Dr. Antonio García Padilla
President
University of Puerto Rico

6 Oct 05
Date