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MEMORANDUM OF UNDERSTANDING
BETWEEN THE UNIVERSITY OF PUERTO RICO AT MAYAGUEZ
AND APG PUERTO RICO

THIS MEMORANDUM OF UNDERSTANDING is made by and between the University of Puerto Rico at Mayagüez (UPRM), a land-grant public institution of higher learning located in the Commonwealth of Puerto Rico, here represented by Prof. Pablo Rodriguez, the Acting Chancellor of UPRM and APG Puerto Rico (APG-PR), a corporation established and operating in Puerto Rico, here represented by its President, Mr. John Joy.

APG-PR activities will include: ICT (In-Circuit Test) Test Program Development, Testability Analysis and Consulting, Research and Development, Test Development Productivity tools and IEEE-1149.1 Test and simulation Vector Development and Consulting Services.

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

WHEREAS, UPRM and APG-PR are concerned with issues of assessment and understanding, the advancement of knowledge, and the development of human resources as basic elements necessary for redressing economic underdevelopment;

WHEREAS, UPRM and APG-PR are interested in establishing close ties in research, development, and design of hardware and software systems and the systems engineering thereof,

WHEREAS, UPRM and APG-PR are concerned with issues of continued and sustainable development of high-technology industries, and the need for creative, competent and entrepreneurial personnel;

WHEREAS, collaboration between the two institutions which share economic, and human development goals is highly desirable;

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

I. PURPOSE

- a. This Memorandum of Understanding is intended to facilitate all exchanges and cooperative initiatives between UPRM and APG-PR in the areas of research, development, and design, human development, education and instructional interchange, and interaction between the two institutions.
- b. This Memorandum of Understanding sets forth a basis for future agreements between UPRM and APG-PR to initiate and conduct a joint program to promote interdisciplinary communication, cooperation, and collaboration in understanding and

solving In-Circuit Test hardware and software design and development challenges, and to initiate and conduct a joint program for collecting, evaluating and sharing technology information in In-Circuit Test systems design; to seek funding from federal and state government sources, and to engage in the joint preparation of proposals for such funding.

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 the areas of education, training, research, development, and dissemination of knowledge. UPRM and APG-PR shall each appoint a program manager to be charged with implementing the terms of this Memorandum of Understanding. In the initial phases, all activities shall be coordinated by the Research and Development Center of UPRM, and by the office of the President of APG-PR. These initiatives will include, but not be limited to the following:

- a. Creation and operation of the APG-PR In-Circuit Test Program Development Center at the incubator facilities operated by the University of Puerto Rico at Mayagüez, known as ViTeC.
- b. Collaboration of UPRM faculty and students with APG-PR In-Circuit Test Program Development Center personnel.

III. SUPPLEMENTAL AGREEMENTS

This memorandum of understanding may be supplemented by agreements for specific projects signed by authorized representatives of UPRM and APG-PR. Each agreement shall specify: a.) Objectives; b.) Implementation plan; c.) Responsibilities of each institution; d.) Budget and sources(s) of funding; e.) Timetables and evaluation criteria; f.) Effective dates; g.) When applicable, the costs apportioned to each institution.

IV. OTHER TERMS AND CONDITIONS

- a. UPRM and APG-PR shall be responsible for their respective costs associated with the activities in this Memorandum of Understanding. Payments for costs associated with future agreements will be subject to negotiations between UPRM and APG-PR.
- b. Nothing in this Memorandum of Understanding shall obligate UPRM or APG-PR, individually or collectively, to any current or future expenditure of resources in advance of the availability of appropriations through their respective fiscal authorization procedures.

V. PERIOD OF AGREEMENT

This Memorandum of Understanding shall be effective immediately when signed

by authorized representatives of both UPRM and APG-PR and shall remain in force for five (5) years from the date unless terminated according to the provisions of paragraph VIII below. This Memorandum of Understanding shall be renewable for additional time periods as mutually agreed upon by representatives of UPRM and APG-PR.

VI. EQUAL OPPORTUNITY

UPRM and APG-PR 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 APG-PR shall abide by these principles in the administration of this Memorandum of Understanding, and neither entity or any of its representatives shall knowingly impose criteria for the exchange of scholars, staff or students that would violate the principles of nondiscrimination.

VII. MODIFICATION

This Memorandum of Understanding may be modified only in writing by authorized representatives of UPRM and APG-PR. 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 of upon 90 days advance notice by either Party.

IX. SIGNATURES

Signed in Mayagüez, Puerto Rico, on February 23, 2001.

UNIVERSITY OF PUERTO RICO
MAYAGUEZ

APG Puerto Rico, Incorporated

Chancellor
University of Puerto Rico at Mayagüez

Mr. John Joy
President
APG Puerto Rico, Inc.

ECW

Dr. Allen Lewis
Director
UPRM R&D Center