

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
UNIVERSITY OF PUERTO RICO AT MAYAGUEZ  
AND  
PONTIFICAL CATHOLIC UNIVERSITY OF PUERTO RICO**

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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 Fernandez Van Cleve,

in exercise of the duties and powers conferred upon him by the Law of the University of Puerto Rico, approved January 20, 1966, and under University regulations and Pontifical Catholic University of Puerto Rico, a private, non-profit institution of higher education, with its central place of business in Ponce, Puerto Rico, represented by its President, Jorge Ivan Velez-Arocho,

WHEREAS, UPRM and Pontifical Catholic University of Puerto Rico 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;

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*MA* WHEREAS, UPRM and Pontifical Catholic University of Puerto Rico are concerned with the issues of assessment and understanding, the advancement of knowledge, and the development of human resources as basic elements necessary for redressing economic underdevelopment;

*JV* WHEREAS, UPRM and Pontifical Catholic University of Puerto Rico are interested in establishing close ties in research, development of research capacity and research administration infrastructure and collaborative relationships.

WHEREAS, collaboration between the two institutions which share academic and research development goals;

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

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## I. PURPOSE

- a. This Memorandum of Understanding is intended to facilitate all exchanges and cooperative initiatives between UPRM and Pontifical Catholic University of Puerto Rico in the areas of research, development, and academics.
- b. This Memorandum of Understanding sets forth a basis for future agreements between UPRM and Pontifical Catholic University of Puerto Rico to initiate and conduct a joint program to promote interdisciplinary communication, cooperation, and collaboration in the training of researchers and administration in research related areas, such as grantsmanship, as well as research infrastructure development.

## II. IMPLEMENTATION

The intent of this Memorandum of Understanding shall be implemented by collaborative planning, development, proposals and implementation of shared initiatives in the areas of research, research planning, and grant writing. UPRM and Pontifical Catholic University of Puerto Rico shall each assign a point of contact for implementing initiatives under this MOU. In the initial phases, all activities shall be coordinated by the Proposal Development Unit of the Research and Development Center UPRM, and by the office of the President of Pontifical Catholic University of Puerto Rico. These initiatives will include, but not be limited to the following:

- a. Collaboration of UPRM faculty and staff with Pontifical Catholic University of Puerto Rico, in the 2015 Grant Writing Initiative, organized by the Proposal Development Unit of the UPRM Research and Development Center, and sponsored by NIH.

## III. SUPPLEMENTAL AGREEMENTS

This memorandum of understanding may be supplemented by agreements for specific projects signed by authorized representatives of UPRM and Pontifical Catholic University of Puerto Rico.

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; and
- g) When applicable, the cost apportioned to each institution.

#### IV. OTHER TERMS AND CONDITIONS

- a. UPRM and Pontifical Catholic University of Puerto Rico 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 Pontifical Catholic University of Puerto Rico.
- b. Nothing in this Memorandum of Understanding shall obligate UPRM and Pontifical Catholic University of Puerto Rico, 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. UPRM and Pontifical Catholic University of Puerto Rico are to share the Intellectual Property (IP) jointly developed and filed, under the terms of this Memorandum of Understanding. In the event any invention is jointly developed by the parties, they agree to enter into a separate licensing agreement

However, title to any invention, improvement or discovery, whether or not patentable or copyrightable, which was reduced to practice or conceived and developed solely by UPRM's employees and/or students shall remain the sole and exclusive property of UPRM.

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Title to any invention, improvement, discovery, whether or not patentable or copyrightable, which was reduced to practice or conceived and developed in the performance of this MOU, and made solely by Pontifical Catholic University of Puerto Rico pursuant to this MOU, shall remain the sole and exclusive property of Pontifical Catholic University of Puerto Rico.

The owner party grants the other party an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, distribute and perform all such copyrightable materials, including software and/or informational databases, for the IP solely developed by that party under this MOU, but only for research and educational purposes.

V. PERIOD OF AGREEMENT

This Memorandum of Understanding shall be effective immediately when signed by authorized representatives of both UPRM and Pontifical Catholic University of Puerto Rico and shall remain in force for five (5) years 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 by representatives of UPRM and Pontifical Catholic University of Puerto Rico.

VI. EQUAL OPPORUNITY

UPRM and Pontifical Catholic University of Puerto Rico 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 Pontifical Catholic University of Puerto Rico 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 Pontifical Catholic University of Puerto Rico. Modifications shall be incorporated by reference and made a part of this Memorandum of Understanding.

VIII. TERMINATION

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*MAD* 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.

*JR* IX. FINAL DISPOSITONS

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 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 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.

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 provide indemnity for damages and/or 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.

5) This Memorandum of Understanding shall be constructed and governed under the laws and regulations of the Commonwealth of Puerto Rico.

6) 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.

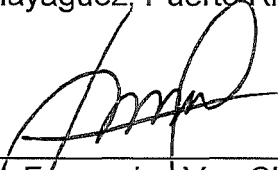
7) INDEPENDENT CONTRACTOR CLAUSE: In performing activities under this Memorandum of Understanding, the Pontifical Catholic University of Puerto Rico shall be considered as an independent contractor and shall not be entitled to any benefits applicable to employees of UPRM. The employees of the Pontifical Catholic University of Puerto Rico 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 Pontifical Catholic University of Puerto Rico employees, consultants, agents or independent contractors.

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8) 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.

9) This Memorandum of Understanding may be terminated at any time by written mutual agreement or upon 90 days advanced notice by either Party.

In Mayaguez, Puerto Rico.



John Fernandez Van Cleve,  
Chancellor  
University of Puerto Rico  
Mayaguez Campus

Date: December 16, 2014



Jorge Ivan Velez-Arocho  
President  
Pontifical Catholic University of  
Puerto Rico

Date: Nov 21, 2014

Recommended by:



María Amador Dumois  
Associate Director  
R&D Center  
UPRM

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