

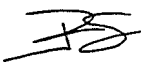
**MEMORANDUM of UNDERSTANDING  
BETWEEN  
BRIGHTWOOD DEVELOPMENT CORPORATION (BDC)  
AND THE FOOD SCIENCE AND TECHNOLOGY PROGRAM (CITA)  
OF THE UNIVERSITY OF PUERTO RICO AT MAYAGUEZ**

**FIRST PART: BRIGHTWOOD DEVELOPMENT CORPORATION, INC,**  
represented by its Chairman/President/CEO, **Heriberto Flores,**

**SECOND PART: FOOD SCIENCE AND TECHNOLOGY PROGRAM (CITA),**  
represented by, Dr. Jorge Rivera Santos, Acting Chancellor of the University of Puerto Rico at Mayaguez,

The parties hereto do mutually agree as follows:

**SUBJECT:** The above organizations share an interest in promoting healthy nutrition and food safety as well as enhancing the quality and extending the shelf life of food products by developing or improving food processing technologies that enhance the quality of life of families and the manufacturing process of businesses.

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- 1. PURPOSE:** The purpose of this Memorandum of Understanding is to outline the terms of collaboration between BDC, 14 De Diego Street Office 105, Mayaguez Puerto Rico, 00680 and the Food Science and Technology Program (CITA), Alfredo Ramírez de Arellano y Rosell Building, Office 100, Mayagüez Puerto Rico.
  - 2. REFERENCE:** Brightwood Development Corporation is an affiliate of Partners for Community Inc. (PfC). BDC has extensive experience in managing projects and programs that advance economic development, environmental healthy food initiatives and social issues of low-income communities and minority population of Massachusetts, USA and Puerto Rico. PfC provides services that include workforce development, education, community reentry, family assistance and organizational capacity building.

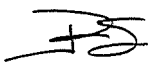
Brightwood Development Corporation currently operates the Western Food and Agro-Processing Center (FAPC). FAPC pursues to stimulate the expansion of innovative food and agro-processing businesses in viable high growth industries, substantial creation of new permanent job positions, community revitalization and sustainable economic development of local food processing businesses in a tenant-based operation with an approach of green activities. It also encourages and strengthens current research and development activities along with other partners. FAPC is a community development project within the **Healthy Food Financing Initiative** (HFFI), the Federal government first coordinated step which promotes a wide range of interventions that expand the supply and demand for nutritious foods. This initiative is simultaneously promoted by the Department of the Treasury, the Community and Economic Development (CED) Program of the Department of Health and Human Services (HHS) and several programs that the

Department of Agriculture (USDA) administrates. FAPC is one of five emblematic projects under the Let's Move Program, a childhood obesity prevention project sponsored by USA White House.

In turn, the University of Puerto Rico at Mayagüez, through the Food Science and Technology Program (CITA) laboratories, pursues to optimize harvest utilization by developing new products based on local fruit and vegetables; developing new processing techniques for fruit and vegetables; studying the effect of different storage techniques regarding fresh or manufactured agricultural products; providing technical assistance and scientific information to local food processors, among others.

It is evident that both organizations have the knowledge, experience, human resources and the commitment to jointly maximize the services that each ordinarily provide.

3. **SCOPE OF WORK:** The scope of work of the collaboration between BDC and CITA, for both present and future initiatives, will be defined by upcoming mutual agreement in writing and considering the guidelines that any funding source will require, if applicable (be a state or federal agency, foundation, or any other type of institution) and the consensus agreement between both parties.



Both parties will assess their initiatives in order to identify potential synergies that may allow them to collaborate and maximize the services that each ordinarily provide.


4. **RESPONSABILITIES AND FINANCIAL ARRANGEMENTS:** The responsibilities and financial arrangements, for immediate and future initiatives, will be disclosed in formal agreements that the parties will enact for each initiative, when applicable. This agreement does not require any financial commitment between the parties, considering that each joint initiative will be defined by the said formal contract agreements.
5. **DURATION OF AGREEMENT:** This memorandum of Understanding will be in effect for 12 months. It may be extended by mutual agreement between the parties.
6. **INFORMATION SHARING AND CONFIDENTIALITY AGREEMENT:** Provided that both parties would, in the course of working together, share information that might be confidential, the parties shall limit disclosure of such information within its own directors, officers, employees and/or independent contractors having a need to know.


This agreement imposes no obligation upon both parties with respect to any confidential information (a) that was in recipient's possession prior to this agreement from discloser; (b) is or becomes a matter of public knowledge through no fault of recipient; (c) is rightfully received by recipient from a third party not owing a duty of confidentiality to the discloser; (d) is disclosed without a duty of confidentiality to a third party by, or with the authorization of, discloser; or (e) is independently derived by recipient.

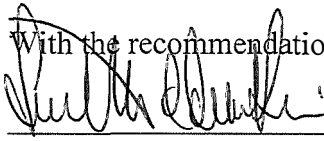
These obligations shall survive termination of this Memorandum of Understanding.

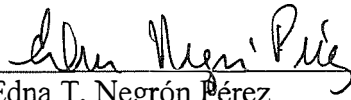
7. **MODIFICATION:** This MOU constitutes the entire agreement between the parties hereto. This MOU may be modified, altered, revised, extended or renewed by mutual written consent and the issuance of a written amendment, signed and dated by both parties.
8. **TERMINATION:** Any party may terminate their participation in this MOU by giving not less than thirty (30) calendar days' prior written notice of intent.
9. **EFFECTIVE DATE:** This Memorandum of Understanding will be effective on the date signed below.

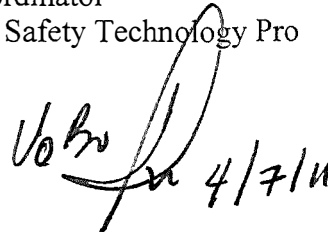
10. **IN WITNESS WHEREOF** the parties hereto have executed this Agreement in Mayaguez, Puerto Rico, in this \_\_\_\_ day of \_\_\_\_\_, 2011.

  
\_\_\_\_\_  
Heriberto Flores  
Chairman/President/CEO  
Brightwood Development Corporation

  
\_\_\_\_\_  
Dr. Jorge Rivera Santos  
Acting Chancellor  
University of Puerto Rico at  
Mayaguez

With the recommendation of:  
  
\_\_\_\_\_  
Luis E. Valderrama Rivera  
Vice-President / PR Operations  
Partners for Community, Inc.  
BDC Board Member

  
\_\_\_\_\_  
Edna T. Negrón Pérez  
Program Coordinator  
UPRM Food Safety Technology Pro

  
Vobro  
for 4/7/11

Addendum - Contractual Clauses

Brightwood Development Corporation (BDC) and University of Puerto Rico, Mayaguez (UPRM)

1. The two parties state that in their practices and proceedings there will be no discrimination on the basis of sex, race, color, place or date of birth, national origin, social status, physical or mental handicap, political or religious beliefs, or status as a military veteran.
2. The two parties are committed to maintaining records of all reports, timesheets for jobs or assistantships, and all other documents related to the services 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, or by the Office of the Comptroller of Puerto Rico in its auditing of the University of Puerto Rico. 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 Comptroller of Puerto Rico has made its investigation, whichever occurs first.
3. 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 indemnization 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.
4. BDC shall not use the name of the University of Puerto Rico, its initials UPR, its stamp, logos, seal, or any other identifying emblem or symbol distinctive of the Institution, for any matter related to the activities that are object of this agreement, without express and written authorization by the University of Puerto Rico.
5. BDC certifies and guarantees that during the performance of this agreement it will comply with the Executive Order 1 1246 of September 24, 1965, Subpart B, Section 202 (41 CFR 60-1.4); the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (41 CFR 60-250.5); the Rehabilitation Act of 1973, Section 503 (41 CFR 60-741.5), all as amended, and any other appliance rules and regulations of the Office of Federal Contract Compliance Programs (OFCCP). BDC is therefore deemed to have complied with these regulations, unless otherwise exempted under the rules, regulations and orders of the Secretary of Labor. BDC recognizes that the absence of



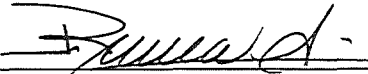
truth in this statement will constitute sufficient cause for the University of Puerto Rico first to cancel, terminate or suspend, in whole or in part, this agreement and that BDC may be declare ineligible for further agreements with the University of Puerto Rico. BDC also certifies that it has a valid Assurance of Compliance on file.

Brightwood Development Corporation (BDC)

UPR-Mayaguez Campus

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Mr. Heriberto Flores  
Chairman/President/CEO



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Dr. Jorge Rivera Santos  
Acting Chancellor