

*Interagencial*

**MOU between the Resource Center for Science and Engineering  
of the UPR Central Administration and the UPR Mayaguez Campus for the  
Management and Implementation of the NSF-EPSCoR RII Track-1  
Institute for Functional Nanomaterials (IFN) Award #1002410**

The Resource Center for Science and Engineering (RCSE) received the EPSCoR RII Track-1 award from NSF for the development of the Institute for Functional Nanomaterials (IFN) in the amount of \$20M from NSF and \$4M in UPR match to be spent in a period of five years.

The University of Puerto Rico Mayaguez Campus is one of the major participants in this grant. NSF and match funds to be spent at the Mayaguez Campus will be handled following NSF subaward procedures.

This MOU establishes the terms and conditions for the implementation and management of the yearly subawards that will be managed by the UPR Mayaguez Campus. The MOU will be done on a yearly basis, in accordance to the NSF approved proposal No.

*"Nanotechnology from Basics Science to Emerging Applications: Institute for Functional Nanomaterials"* and the Strategic Plan developed by the IFN Task Force through the Strategic Planning Session conducted on January 14, 2014.

The parties under this MOU are the University of Puerto Rico, a public corporation created by Law Number 1 of January 20, 1966, acting on behalf of its Resource Center for Science and Engineering - Nanotechnology from Basic Science to Emerging Applications: Institute for Functional Nanomaterials, represented by the President of the University of Puerto Rico, Uroyoán Walker Ramos, Ph.D.

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(hereafter referred to as UPR-IFN) and the University of Puerto Rico Mayaguez Campus, an institution of higher education and a public corporation under the laws of the state of Puerto Rico, represented by John Fernández Van Cleve., (hereafter referred as the other party).

Terms and Conditions:

- 1- To become effective the MOU must be signed by the Chancellor of the UPR Mayaguez Campus and co-signed by the President of the University of Puerto Rico.
- 2- The Principal Investigator (PI) of the subawards will be **Dr. Arturo Hernandez-Maldonado**, professor of Chemical Engineering of the UPR Mayaguez Campus and member of the IFN Task Force, the governing body of the IFN Institute.

- 3- Changes of the authorized budget will be allowable during the period of performance of this MOU. In order to be effective, it has to be authorized and documented in written by the Principal Investigator of EPSCoR IFN.
- 4- The MOU will be effective on the date signed by both representatives, ending on September 30, 2015. Modifications can be done during the duration of the NSF-EPSCoR RII Track-1 award to comply with the performance of the grant. These modifications can result from the evaluation of the IFN governing body, the IFN Task Force that is responsible for ensuring that the award implements the Strategic Plan of the Track I award.
- 5- The other party will ensure that all **allowable costs** charged to NSF and the institutional match are governed by NSF Grant General Conditions (GC-1), OMB A-21 circular, 2 CFR 200 and, UPR regulations, as applicable. Charges made to the award that are not allowable, according to these regulations, will not be reimbursed to the other party.
- 6- In order to receive NSF and match funds from the IFN grant award, the other party must submit invoices, showing all allowable expenses by budget line item included in the MOU budget page and consistent with the budget justification, before the other party can receive reimbursement for the expenses incurred in the project. The invoices should be made on a monthly basis and submitted in original and three copies to the following address:

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Finance Office  
Resource Center for Science and Engineering  
University of Puerto Rico  
P.O. Box 23334  
San Juan, PR 00931-3334

All invoices must include evidence of all expenses and copy of cancelled checks.

- 7- The Resource Center will send reimbursement for expenses incurred in the MOU no later than 30 days after receiving the invoice and the accompanying evidence of all the expenses and after the IFN PI has certified satisfactory compliance with the MOU terms and conditions.
- 8- The number of **postdoctoral fellows** assigned to this MOU is approved by the IFN Task Force subject to the IFN Strategic Plan and the multicampus IRGs needs.
- 9- The number of **graduate fellows** that this MOU will receive will depend on an open competition among all IFN institutions and subject to the IFN

Strategic Plan and the multicampus IRGs needs. The final decision on this matter will be made by the IFN Task Force.

- 10- The number of **Start-up Funds** that the other party can receive will be subject to an open competition that will undergo a strict peer review; and the final decision on the Start-ups adjudication will be made by the IFN Task Force. Thus, the amount of funding to be received by the other party for Start-up Funds will depend on this process.
- 11- All equipment that is included in the MOU will need a certification from the other party that appropriate space and facilities are available for the installation and use of the equipment, including the maintenance and upkeep of the instrument, prior to disbursement of equipment funds. The equipment received through the MOU will be made available to all of the IFN researchers, irrespective of campus, and may be used by other researchers in the Campus that request its use, subject to time availability to be decided by the person in charge of the equipment. All equipment paid with NSF funds must be included in the institution's equipment inventory and clearly marked as federally funded equipment. The campus must comply with Central Administration Finance circular 12-18.
- 12- This MOU is part of a complex multicampus and transdisciplinary Jurisdiction-wide EPSCoR project that has as its final goal the development of an Institute for Functional Nanomaterials that will make the Jurisdiction internationally competitive in nanoscience and nanotechnology. The signer of this MOU and the IFN professors within his jurisdiction agree to contribute to the Strategic Plan of the IFN and to the achievement of the Jurisdiction-wide EPSCoR goals.
- 13- The Parties state that in the selection and treatment of participants 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.
- 14- The 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 Federal Audits, 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. Documents will be kept for a period of no less than six (6) years, including the last fiscal year when the project ends or until the Office of the Controller of Puerto Rico has

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made its investigation, whichever occurs first. In addition the parties will comply with the procedures of the Program of Public Documents of the Office of General Services in Puerto Rico.

- 15- 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 compensation for damages and/or mental or moral anguish that may be suffered by any person or legal entity, when these 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 MOU.
- 16- Specific agreements may be drafted further by the aforementioned parties and research partners in order to establish the specific terms and agreements of the MOU's by means of which the funds will be transferred to their institutions.
- 17- This MOU may be renewed or modified upon an additional period of funding by the NSF. The request for renewal, modification, and/or expansion can be done at any moment during the period of performance of the MOU.
- 18- If the present MOU is not renewed, expanded, or modified, the parties are committed to the completion of activities in progress. The expiration of the MOU will not affect the development and completion of the programs, projects or activities that are still in progress.
- 19- Either party may rescind the present MOU by notification thirty (30) days prior to the date of the rescission. NSF policy guidelines will be strictly followed. One party may immediately cancel the agreement without prior notice upon the other party committing negligence, non-compliance or violation of a condition of the current Agreement. The repeal of the present MOU may be filed in writing, without damage to those activities previously agreed upon, and be resolved on the basis of mutual agreement. The remaining parties will be committed to the continuation and completion of Project activities.
- 20- The specific commitments established in this MOU convey our aspiration of fostering a research environment that is conducive to the systemic institutional transformations we seek to make in the research mentoring and training of our undergraduate students.

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## 21- INDEPENDENT CONTRACTOR CLAUSE

---THE OTHER PARTY, states and accepts that it is an independent contractor of the Central Administration and/or RCSE of UPR, and that neither itself; its agents, partners, employees; or the other party are, or will, deemed themselves to be, or be considered, during the term of this Agreement employees of the Central Administration and/or RCSE of UPR. This Agreement does not allow THE OTHER PARTY, to claim any of the rights and prerogatives that under the existing laws and regulations are available to the regular employees of the Central Administration and/or RCSE of UPR.

22- Having read this document and made aware of the content and scope of each of its clauses, the parties declare that they sign this agreement and agree to its stipulations in good faith; and by that good faith they commit themselves to all actions that will ensure its fulfillment. Should there arise a discrepancy in interpretation, it will be resolved by the mutual consent of the parties in the same spirit which led them to sign it.

23- For the purpose of administering this Agreement and establishing specific arrangements for each program subject to the same, the following steps will be followed.

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Any notice or other communication given under this Agreement will be in writing and signed by or on behalf of the Party giving it and will be served by delivering it personally or sending it by registered airmail or fax to the address and to the attention of the relevant Party set out below (or such other address or fax number as may be notified in writing from time to time by the relevant Party to the other Party):

If to UPR:

University of Puerto Rico  
 Central Administration  
 Jardín Botánico Sur  
 1187 Calle Flamboyán  
 San Juan, PR 00926-1117  
 Attention: Uroyoán Walker Ramos, Ph.D.  
 Facsimile: 787-759-6917  
 Tel.: 787-250-0000

With a copy to:

University of Puerto Rico  
 Resource Center for Science and Engineering  
 PO Box 23334  
 San Juan, PR 00931-3334

Attention: Irma Febo  
 Facsimile: 787-756-7717  
 Tel. 787-765-5170, ext. 2096  
irma@epscor.upr.edu

If to UPRM:

University of Puerto Rico, Mayagüez Campus  
 Chancellor Office  
 PO Box 9000  
 Mayagüez, PR 00681-9000  
 Facsimile: 787-834-3031  
 Tel. 787-265-3878

Any such notice will be deemed to have been received: (i) if delivered personally, at the time of delivery; (ii) in the case of registered airmail, five (5) Business Days (as hereinafter defined) from the date of posting; and (iii) in the case of fax, at the time of transmission provided that a transmission report is generated by the sending fax machine confirming that the fax was sent to the proper number and that all pages were successfully transmitted.

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 "Business Day" means any day other than Saturday or Sunday or any other day on which either Party located at the address set forth above is authorized or required by law to remain closed.

- 24- The signing Parties reserve all and every right regarding their own names, initials, acronyms, stamp, seals, logos, coats of arms, any other trade mark or any other identifying emblem or symbol distinctive of the Institution, owned by each party and also in general as it regards to any intellectual property or industrial property rights they may have in regards to the same, without prejudice to any temporary use that the Parties may make of said marks, as it applies to each particular agreement entered into by them, in writing and by previous agreement.

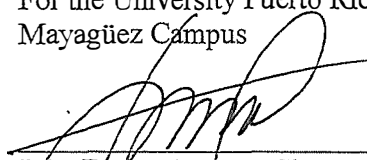
The parties agree that in any publicity related to any of the activities covered by this Agreement the logos of each of them will be made part of the same. The use of any logos and in general of any industrial property right of the Parties will always be made pursuant to the previous authorization of the affected Party.

The Parties will only use the authorized version of the trade mark, logos or designs provided by each Party to the other, no changes will be made as it regards to color, forms or graphic symbols of said logos or marks. Any change made to said logos or marks, unless previously authorized, will be considered an infringement of the Parties trade mark.

Both parties agree to keep each other informed when their respective logos or marks are used by any of them in any promotion done under this MOU.

IN WITNESS THEREOF, the parties hereto have caused this Memorandum of UNDERSTANDING to be duly executed by their authorized officers as of the dates and place indicated below.

For the University Puerto Rico:  
Mayagüez Campus



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John Fernández Van Cleve, Ph.D.  
Chancellor *JMC*

For the University of Puerto Rico:  
Central Administration

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Uroyoán Walker Ramos, Ph.D.  
President