

Sub-Grant

THIS AGREEMENT, entered as of August 1st, 1999, by and between the University of Puerto Rico at Mayaguez, Puerto Rico (hereinafter referred to as UPRM) and the A & M University (hereinafter referred to as "Sub-grantee"):

WHEREAS, the University of Puerto Rico at Mayaguez has received Prime Contract/Grant No. F49620-99-1-0308 from the United States Air Force to provide for certain research work; and

WHEREAS, the University of Puerto Rico at Mayaguez desires to have the Sub-grantee perform a certain research work; and

WHEREAS, the Sub-grantee represented that it has the present ability to perform said research work:

SECTION A

Standard Provisions

ARTICLE I - Statement of Work

The work to be performed by the Sub-grantee relates to project entitled "Organic Crystal Films for Electro-Optic Modulator".

The work to be accomplished is set forth in the Sub-grantee's Statement of Work appended hereto as Attachment I.

ARTICLE II- Reports

The Sub-grantee shall submit annual technical progress reports which will be used to compile the final annual report. These reports shall be submitted to UPRM's Project Director, Dr. Alexander Leyderman in accordance with the relative provisions contained in Attachment I.

Report Content: The final report shall cover: work accomplished; results obtained; problem areas, and recommended solutions for actions. This report shall be a summary of technical activities during the entire contract performance and a summary of all data plus initial reports section.

ARTICLE III - PERIOD OF PERFORMANCE

The period of performance under this sub-grant shall commence on August 1, 1999 and continue through July 31, 2000.

ARTICLE IV - COST

The total estimated cost to the University of Puerto Rico at Mayaguez for the performance of this sub-grant shall not exceed \$45,746.00 unless changed by written amendment to this sub-grant. These costs are to include direct and indirect costs allowed under this agreement.

Article XI - Governing Laws

The Sub-grantee shall comply with all federal, state, and local laws and ordinances applicable to the work called for herein.

Article XII - Assignment and Subcontracting

Sub-grantee shall not assign, transfer or subcontract its interest or obligations hereunder without the written consent of University of Puerto Rico at Mayaguez.

Article XIII- Supersedure

This sub-grantee supersedes and replaces any previous arrangements, oral or written, between the parties hereto pertaining to this sub-grant.

Article XIV - Changes

The conditions of this sub-grant may be changed at any time by mutual agreement in a written document and transmitted by fax and mail. Said changes shall be in the form of a duly executed amendment to this sub-grant.

Article XV - Review of Human Subjects in Research Projects

The Sub-grantee assures that adequate safeguards shall be taken whenever using human subjects in research projects and an institutional review committee composed of sufficient members with varying backgrounds to assure complete and adequate review of projects involving the use of human subjects has reviewed and approved the projects. The Sub-grantee will abide by all applicable provisions of the U.S. Department of Health and Human Services regarding the use of human subjects.

Article XVI - Univ. of Puerto Rico Representation

Matters concerning compliance relative to performance of this sub-grant or matters concerning the direction or negotiation of any changes in terms, conditions or amounts cited in this sub-grant should be direct to:

Dr. Alexander Leyderman
University of Puerto Rico
P.O. Box 5994
Mayaguez, Puerto Rico 00681
Telephone: (787)832-4040 ext. 2045

Article XVII- Termination

This sub-grant may be terminated in whole or in part by University of Puerto Rico at Mayaguez after consultation with A & M University. In the event of written notice of termination, no further commitments may be made by the A & M University without specific authorization from UPR at Mayaguez. Former commitments made prior to the notice of termination will not be affected by such notice.

SECTION B

General Provisions and/or Certifications (Check One)

_____ General Provisions and Certifications are no applicable.

General Provisions and/or Certifications are applicable.
Please refer to Attachment, appended hereto.

IN WITNESS THEREOF, the parties have caused these presents to be executed in duplicate.

By An Authorized Official of

A & M UNIVERSITY AT NORMAL

Name: _____

Title: _____

Date: _____

By An Authorized Official of

UNIVERSITY OF PUERTO RICO AT MAYAGUEZ

Name: [Signature]

Title: Chancellor

Date: 10/6/99

Approved by:

[Signature]

Dr. Ramon E. Vázquez-Espinosa, Director
R&D Center

Date: 9/14/99

Memorandum of Understanding

Whereas faculty researchers at the schools identified below have been conducting cooperative research for the past several years under a NASA – IRA grant entitled Alliance for Nonlinear Optics, and

Whereas the cooperative interactions are beneficial to the students and researchers at these schools, and

Whereas these researchers wish to continue research cooperation, and

Whereas the universities wish to continue the cooperative interactions that have already begun,

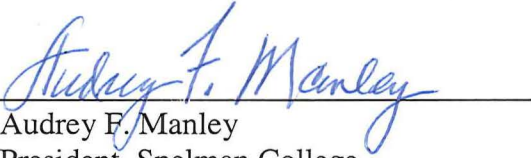
Therefore, the Universities hereby agree to cooperate in developing an organizational structure that will facilitate the continued interaction.



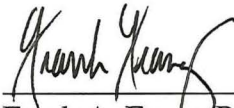
Selimo Rael, President,
New Mexico Highlands University



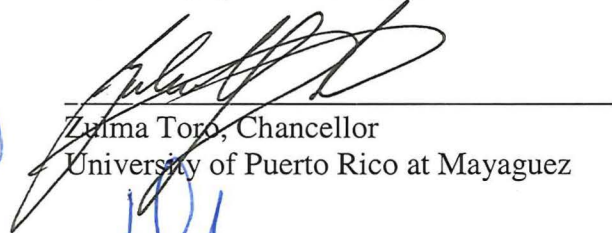
John T. Gibson, President
Alabama A&M University



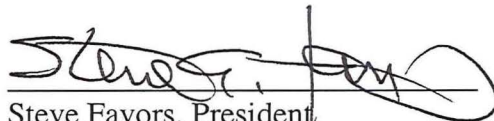
Audrey F. Manley
President, Spelman College




Frank A. Franz, President
University of Alabama in Huntsville



Zulma Toro, Chancellor
University of Puerto Rico at Mayaguez



Steve Favors, President
Grambling State University



Diana S. Natalicio, President
University of Texas at El Paso