



**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE**  
**UNIVERSITY OF PUERTO RICO AT MAYAGÜEZ**  
**AND**  
**PUERTO RICO PORTS AUTHORITY**


**THIS MEMORANDUM OF UNDERSTANDING** is made by and between the University of Puerto Rico at Mayagüez (UPRM), here represented by Jorge Rivera Santos, Acting Chancellor, and Puerto Rico Ports Authority (PRPA), a public corporation and instrumentality of the Government of Puerto Rico, here represented by Álvaro Pilar Vilagrán, Executive Director.

**WHEREAS**, UPRM, through a collaborative agreement with the US National Oceanic and Atmospheric Administration - NOAA, is engaged in developing a Caribbean Integrated Coastal Ocean Observing System – CarICOOS

**WHEREAS**, UPRM and PRPA are aware of the need to augment the number of weather station in the island of Puerto Rico and making available to public domain;

 **WHEREAS**, UPRM and PRPA are interested on using the collected data to improve their research and operation activities;

 **WHEREAS**, collaboration between the two institutions will result in mutual benefit;

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

**I. PURPOSE**


- a. This Memorandum of Understanding is intended to facilitate interactions and cooperative initiatives between UPRM and PRPA in the areas of research, development, design and augmentation of weather stations in the island of Puerto Rico, which activities are funded by the National Oceanic Administration (NOAA) Integrated Ocean Observing System, thru the

Caribbean Regional Association (CaRA) and its implementation research titled Implementation of the Caribbean Regional Integrated Coastal Ocean Observing System (CarICOOS), which PI is Julio Morell, Investigator of the Marine Science Department of the UPRM.

- b. This Memorandum of Understanding sets forth a basis for future agreements between UPRM and PRPA to initiate and conduct a joint program to promote interdisciplinary communication, cooperation, and collaboration. The program will emphasize collecting, evaluating and sharing technical information of weather data and numerical coastal modeling.


## II. IMPLEMENTATION



The intent of this Memorandum of Understanding shall be implemented by collaborative planning, and installation of weather instrumentation on existing Navigational Aid (NAV Aid) structures own by the PRPA. UPRM and its consultant on the CarICOOS project WeatherFLOW, Inc., is represented by Jay Titlow, Senior Meteorologist. UPRM and consultant will be assisted by PRPA personnel to gain access to the proposed sites in order to perform installation and maintenance work on the weather instrumentation, as needed. Whereas a formal petition will need to be submitted or scheduled in advance, in order to coordinate the proposed activities, these activities will be coordinated between UPRM and PRPA represented respectively by Luis D. Aponte-Bermúdez, Assistant Professor of the Civil Engineering and Surveying Department and Joseph Torres, Captain of the Ports of Las Mareas (Guayama) and Yabucoa.

The two proposed sites owned by the PRPA contemplated in this agreement are: **(1) Las Mareas Lighth 6**, which geographic coordinates are (N17°55'42.72", W66°09'34.81") located in the Port of Las Mareas (Guayama), and **(2) Yabucoa Channel Breakwater Light**, which geographic coordinates are (N18°03'9.07", W65°49'41.56") located in the Port of Yabucoa. WeatherFlow Inc. will acquire the necessary equipment and gear to accomplish the installation of the proposed weather stations at both locations. The installation will take place on the NAV Aid lattice steel tower structures located on the respective breakwaters. In addition the collected meteorological data will be available to the PRPA at their request.

### III. SUPPLEMENTAL AGREEMENTS

This Memorandum of Understanding may be supplemented by agreements for specific projects by authorized representatives of UPRM and PRPA (e.g., the R&D Center (CID)). Each agreement shall specify: a) Objectives; b) Implementation plan; c) Responsibilities of each institution; d) Budget and funding sources; e) Timetables and evaluation criteria; f) Non-disclosure and intellectual property agreements and; g) When applicable, the costs apportioned to each institution.

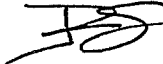
~~IS~~ The relationship of the parties to this agreement shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.

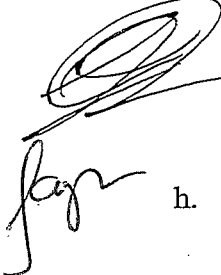
### IV. OTHER TERMS AND CONDITIONS

- for*
- a. UPRM and PRPA shall be responsible for their respective costs associated with the activities in this Memorandum of Understanding. Payment for cost associated with future agreements will be subject to negotiations between UPRM and PRPA.
  - b. Nothing in this Memorandum of Understanding shall obligate UPRM and PRPA 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. 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.

- d. 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.
- e. 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.

f. PRPA will not be responsible of any damage or loss of the equipment, weather instrumentation and/or any device installed by UPRM at the structures that belong to PRPA.

 g. UPRM shall carry a public liability insurance with insurance companies authorized to do business in Puerto Rico and acceptable to the PRPA, insuring UPRM against all liability for personal injury, including bodily injury, and property damages caused by UPRM's installation of weather instrumentation and use of the proposed sites covered by this agreement.

 h. The policy limits of said public liability insurance shall not be less than \$1,000,000.00 for any occurrence involving personal injury, including bodily injury or death to each person; \$1,000,000.00 for each occurrence involving more than one person and \$1,000,000.00 for property damages.


In addition, the public liability insurance policy shall contain an endorsement including the PRPA as additional insured.

i. 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.


**V. PERIOD OF AGREEMENT**

This Memorandum of Understanding shall be effective when signed by authorized representatives of both UPRM and PRPA, and registered at the P.R. Comptroller Office. This Memorandum shall remain in force until the duration of the CarICOOS research project, which is June 30, 2011, unless, terminated according to the provisions of paragraph VIII below. This Memorandum of Understanding can be renewable in writing for additional time period as mutually agreed upon by representatives of UPRM and PRPA.

**VI. EQUAL OPPORTUNITY**

 UPRM and PRPA 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 PRPA shall abide by these principles in the administration of this Memorandum of Understanding, and neither entity nor 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 PRPA. 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 or upon 90 days advanced notice by either Party.

**IX. FORCE MAJEURE**

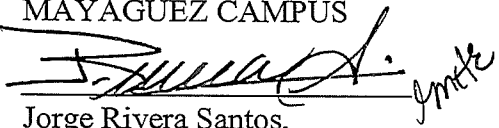
In the event that the performance of the obligations under this Memorandum are impeded by reason of Force Majeure, the parties shall be released from their obligations and neither party

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 labour 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.

**X. GOVERNING LAW**

In any dispute regarding the terms of this Memorandum, shall be constructed according the laws of Puerto Rico.

UNIVERSITY OF PUERTO RICO,  
MAYAGUEZ CAMPUS

  
Jorge Rivera Santos,  
Acting Chancellor

UNIVERSITY OF PUERTO RICO,  
MAYAGUEZ CAMPUS

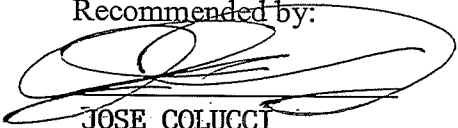
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City: Mayaguez, PR

PUERTO RICO PORTS  
AUTORITHY

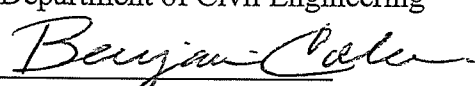
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Mr. Álvaro Pilar Vilagrán,  
Executive Director  
PUERTO RICO PORTS  
AUTORITHY

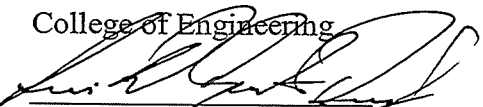
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Recommended by:

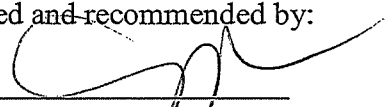
  
JOSE COLUCCI  
Director – R&D Center

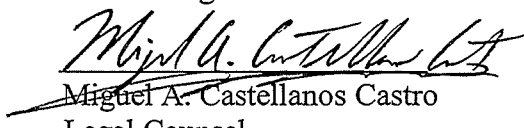
  
Ismael Pagan Trinidad  
Director  
Department of Civil Engineering

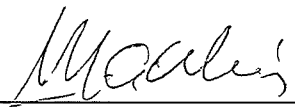
  
BENJAMIN COLUCCI  
Acting Dean  
College of Engineering

  
Luis D. Aponte Bermúdez  
Co-Principal Investigator

Revised and recommended by:

  
Hilda M. Rodríguez Manzano  
General Legal Counsel

  
Miguel A. Castellanos Castro  
Legal Counsel

  
Miguel A. Díaz Medina  
Maritime Management Director