

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNIVERSITY OF PUERTO RICO AT MAYAGÜEZ
AND
BAYAMON MUNICIPAL GOVERNMENT

THIS MEMORANDUM OF UNDERSTANDING is made by and between the University of Puerto Rico at Mayagüez (UPRM), here represented by Jorge Iván Vélez Arocho, Chancellor, and Bayamón Municipal Government (BAYAMON), founded in Puerto Rico, here represented by its Mayor Ramón Luis Rivera Cruz.

WHEREAS, UPRM and BAYAMON are aware that high quality education, training, research, development, knowledge dissemination, technology transfer, service, and outreach are the basis for the economic well being and development of Puerto Rico;

WHEREAS, UPRM and BAYAMON are concerned with issues of assessment and understanding, the advancement of knowledge, and the development of human resources as basic elements necessary for addressing economic development;

WHEREAS, UPRM and BAYAMON are interested in establishing close ties in research and development of energy, societal concerns and environmentally friendly technologies in the areas of energy efficiency, conservation, renewable energy, waste conversion, pollution prevention and waste minimization;

WHEREAS, UPRM and BAYAMON are concerned with issues of continued and sustainable development of high-technology industries, and the need for creative, competent, and entrepreneurial personnel;

WHEREAS, collaboration between the two institutions which share economic and human development goals is highly desirable;

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 BAYAMON in the areas of research, development, design, technology transfer, human resources development, and education.
- b. This Memorandum of Understanding sets forth a basis for future agreements between UPRM and BAYAMON to initiate and conduct a joint program to promote interdisciplinary communication, cooperation, and collaboration in developing and commercializing energy and environmentally friendly related technologies. The program will also emphasize collecting, evaluating and sharing technical information of state of the art energy and environmentally friendly technologies, to seek funding from federal and other state government sources, and to engage in the joint preparation of proposals for such funding.

II. IMPLEMENTATION

The intent of this Memorandum of Understanding shall be implemented by collaborative planning, development, proposals, and the implementation of joint interdisciplinary programs in areas of education, training, research, development, commercialization, and dissemination of knowledge. UPRM and BAYAMON will appoint Efraín O'Neill Carrillo, PE, PhD and Rurico Pintado Cruz, Vice mayor, as project managers in charge of implementing this MOU, respectively. Future MOU managers will be appointed by mutual agreement.

III. SUPPLEMENTAL AGREEMENTS

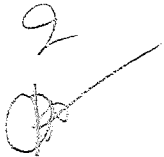
This Memorandum of Understanding may be supplemented by agreements for specific projects by authorized representatives of BAYAMON and UPRM (e.g., the R&D Center). Each agreement shall specify: a) Objectives; b) Implementation plan; c)

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.

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

- a. UPRM and BAYAMON 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 BAYAMON.
- b. Nothing in this Memorandum of Understanding shall obligate UPRM and BAYAMON, 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. Both institutions are committed to maintaining records of all reports, timesheets for jobs 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, 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 years or until the Office of the Controller of Puerto Rico has made its investigation, whichever occurs first.

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- 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 parts do not waive any defense as a result of this agreement. Likewise, this provision shall not be construed to limit the University of Puerto Rico's rights, claims or defenses which arise as a matter of law pursuant to any provisions of this agreement. Additionally, this profession shall not be construed to limit the sovereign immunity of the Commonwealth of Puerto Rico and the University of Puerto Rico.

V. PERIOD OF AGREEMENT

This Memorandum of Understanding shall be effective when signed by authorized representatives of both UPRM and BAYAMON, and registered at the Bayamon's City Clerk office. This Memorandum shall remain in force for five (5) years from that date unless terminated according to the provisions of paragraph VIII below. This Memorandum of Understanding shall be renewable for additional time period as mutually agreed upon by representatives of UPRM and BAYAMON.

VI. EQUAL OPPORTUNITY

UPRM and BAYAMON 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 BAYAMON 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.

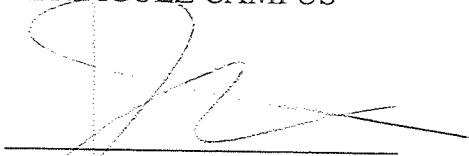
VII. MODIFICATION

This Memorandum of Understanding may be modified only in writing by authorized representatives of UPRM and BAYAMON. 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.

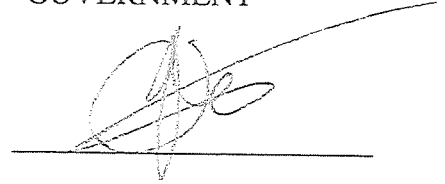
UNIVERSITY OF PUERTO RICO,
MAYAGUEZ CAMPUS



Dr. Jorge Iván Vélez Arocho, Chancellor
UNIVERSITY OF PUERTO RICO,
MAYAGUEZ CAMPUS

Date: 16/ julio /09
City: Bayamón PR

BAYAMON MUNICIPAL
GOVERNMENT



Ramón Luis Rivera Cruz
Mayor of Bayamón

Date: 16/ julio /09
City: Bayamon PR

