

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNIVERSITY OF PUERTO RICO AT MAYAGUEZ
AND
VEGA BAJA MUNICIPAL GOVERNMENT**

THIS MEMORANDUM OF UNDERSTANDING is made by and between the University of Puerto Rico at Mayagüez (UPRM), a land-grant public institution of higher learning located in the Commonwealth of Puerto Rico, here represented by Doctor Jorge I. Vélez Arocho, UPRM Chancellor, and VEGA BAJA Municipal Government (VEGA BAJA), founded in Puerto Rico, here represented by its Mayor Luis E. Melendez Cano.

WHEREAS, UPRM and VEGA BAJA 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 VEGA BAJA 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 VEGA BAJA are interested in establishing close ties in research and development of energy and environmentally friendly technologies in the areas of energy efficiency, renewable energy (i.e., Biodiesel Applications), waste conversion, pollution prevention and waste minimization;

WHEREAS, UPRM and VEGA BAJA are concerned with issues of continued and sustainable development of high-technology "Pioneer" 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. UNDERSTANDING

- a. VEGA BAJA and UPRM will collaborate in the development of Biodiesel Applications in order to demonstrate the environmentally friendly performance properties of this fuel.
- b. In such project, UPRM will provide the necessary support, expertise and fuel during a demonstration of a transportation vehicle(s) provided by VEGA BAJA utilizing Biodiesel as fuel.
- c. In such project, VEGA BAJA will operate the aforementioned vehicle(s) for a period of 1.0 to 3.0 months depending on the success of the demonstration. VEGA BAJA will only provide the required maintenance and repairs that may result from the demonstrations. No additional expenses will be incurred by VEGA BAJA.
- d. In such project, VEGA BAJA shall in no event be responsible or held liable for any damage, including without limitation, any liability to UPRM personnel arising from the execution of this MOU.
- e. In such project, UPRM shall in no event be responsible or held liable for any damage, including without limitation, any liability to VEGA BAJA personnel arising from the execution of this MOU.
- f. The present MOU provides the mechanism whereby this and other demonstrations, interactions, initiatives and proposals development between VEGA BAJA and UPRM will be facilitated.

II. IMPLEMENTATION

- a. UPRM and VEGA BAJA shall each appoint a program manager to be charged with implementing the terms of this Memorandum of Understanding.

III. SUPPLEMENTAL AGREEMENTS

This Memorandum of Understanding may be supplemented by agreements for specific projects by authorized representatives of UPRM and VEGA BAJA. 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.

IV. OTHER TERMS AND CONDITIONS

- a. UPRM and VEGA BAJA 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 VEGA BAJA.
- b. Nothing in this Memorandum of Understanding shall obligate UPRM and VEGA BAJA, individually or collectively, to any current or future expenditure of resources

in advance of the availability of appropriations through their respective fiscal authorization procedures.

V. PERIOD OF AGREEMENT

This Memorandum of Understanding shall be effective immediately when signed by authorized representatives of both UPRM and VEGA BAJA, and shall remain in force for one (1) year 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 VEGA BAJA.

VI. EQUAL OPPORTUNITY

UPRM and VEGA BAJA 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 VEGA BAJA shall abide by these principles in the administration of this Memorandum of Understanding, and neither entity or 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

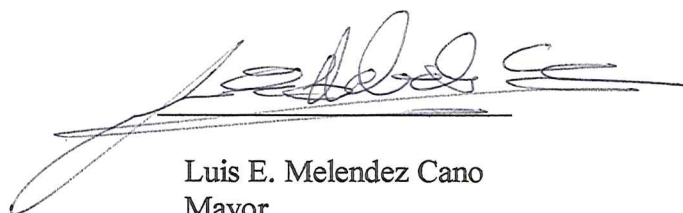
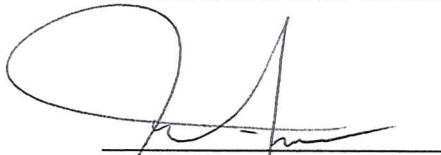
This Memorandum of Understanding may be modified only in writing by authorized representatives of UPRM and VEGA BAJA. Modifications shall be incorporated by reference and made a part of this Memorandum of Understanding.

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
AT MAYAGUEZ CAMPUS**

**VEGA BAJA Municipal
Government**



Doctor Jorge I. Vélez Arocho, Chancellor
UNIVERSITY OF PUERTO RICO
AT MAYAGUEZ CAMPUS

Luis E. Melendez Cano
Mayor
VEGA BAJA

Date: _____
City: _____

Date: _____
City: _____