

EDUCATION AND RESEARCH PARTNERSHIP AGREEMENT

Between the

**U.S. ARMY ENGINEER RESEARCH AND
DEVELOPMENT CENTER**

and the

UNIVERSITY OF PUERTO RICO - MAYAGÜEZ CAMPUS

PREAMBLE:

This agreement establishes the basis for mutual understanding and cooperation between the U.S. Army Engineer Research and Development Center (hereinafter referred to as "ERDC") and the University of Puerto Rico-Mayagüez Campus (hereinafter referred to as "UPRM") in the implementation of a "Partnership in Education and Research Program."

This supportive relationship is established in recognition of the importance of engineering education towards the future political and economic well-being of the nation as well as the importance of the UPRM to the business, industrial, and governmental institutions in this region.

The Waterways Experiment Station (hereinafter referred to as "WES"), pursuant to its Director has established an educational and research relationship between WES and the UPRM's College of Engineering, Department of Civil Engineering to perform the following goals:

- 1) Promote the professional, educational and research development of world class engineers and scientists in Puerto Rico, and;
- 2) Provide access to WES to first class engineers and scientists of Hispanic background;

I. LEGAL AUTHORITY

The establishment of this Education and Research Partnership Agreement is authorized and governed pursuant to Title 10, Section 2194 of the United States Code.

II. FOUNDATION

In order to promote the stated goals of this agreement, WES and UPRM have conducted the following activities in the last decade:

- a.) Annually offered 10-15 students at UPRM a research experience during the summers for the past nine (9) years through the UPRM-WES Summer Research Internship Program;
- b.) Employed nineteen (19) engineers and/or scientists from UPRM as full-time permanent employees, twelve (12) of which are still employed in ERDC;
- c.) Offered faculty internships for seven (7) professors from UPRM at WES as well as the Construction Engineering Research Laboratory (hereinafter referred to as "CERL") through the Summer Faculty Program;
- d.) Collaborated on Research and Development in areas of mutual interest;
- e.) Offered short courses at UPRM;
- f.) Promoted team building visits between the two institutions;
- g.) Linked the University of Puerto Rico System and UPRM with Mississippi State University (hereinafter referred to as "MSU") in an initiative to develop a joint Ph.D. program in computational mathematics.

III. VISION AND SCOPE OF THIS AGREEMENT

UPRM has currently established a new administration under the leadership of its Chancellor. At WES, a new leadership has been established for the formation of the ERDC. Given these mutual development matters, the two institutions are committed to enhance and expand the vision and scope of the institutional relationships of both parties. As such, under the general scope of this education and research partnership agreement, both institutions are committed to the following:

- a.) Continue and enhance the current activities between the two institutions;
- b.) Promote mutual participation and collaboration in research, teaching, and the development of projects in engineering and sciences, and pursue potential sources of funding;
- c.) Enhance first hand technology and information transfer mechanisms between both institutions and to the public;
- d.) Participate in advisory and consulting activities in both institutions, such as, WES membership in the External Advisory Committee of the UPRM College of Engineering, Department of Civil Engineering;
- e.) Promote the internationalization of our educational and research activities;
- f.) Enrich our cultural and scientific values in our engineering and scientific community.

IV. PARTNERSHIP AGREEMENT ADMINISTRATION

The administration of this partnership agreement and its implementation will be the joint responsibility of the designated Partnership Program Managers (hereinafter referred to as "PPM") from ERDC and UPRM.

The PPM on behalf of ERDC will be Prof. Ismael Pagán Trinidad.

The ERDC-PPM will work with the UPRM-PPM to identify and select participating faculty, students, and activities within the scope of this agreement. The ERDC-PPM will coordinate the program activities with the appropriate elements within ERDC to comply with the legal and administrative requirements of the Federal Government and the Department of the Army.

The PPM on behalf of UPRM will be Prof. Ismael Pagán Trinidad.

This person will serve as the institutional representative for this educational and research agreement. Serving as the liaison between UPRM and ERDC, the UPRM-PPM will coordinate all activities on behalf of UPRM to fulfill the commitments of UPRM under this agreement. The UPRM-PPM will serve as the point-of-contact with the ERDC-PPM. As the responsible person for promoting the program and coordination with participating faculty, this person will act as a facilitator to ease the administrative transactions, follow-up in the development of each initiative, and assess the outcomes of the program. In addition, this person will assist in program development, promotion of specific research areas and coordinate the submission of Project Investigator annual project reports.

V. PERIOD OF AGREEMENT

This partnership agreement becomes effective on the latter date of official approval by either the Chancellor of UPRM or the Commander of ERDC and will remain in effect in perpetuity until modified or terminated by either institution.

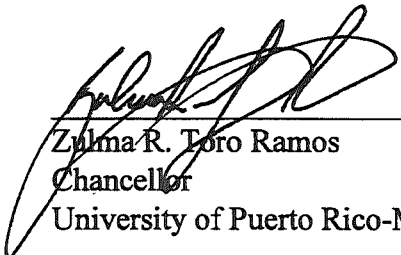
VI. TERMINATION OR MODIFICATIONS TO THE AGREEMENT

Termination of the agreement or modifications to the agreement can be made at any time during the implementation of this agreement by mutual agreement of the signatories herein or their successors. Either institution may withdraw from this agreement at any time by providing the other partner with a thirty (30) day written notification to that effect. Notifications are to be submitted to the PPM via U.S. Postal Service utilizing certified mail and return receipt services.

VII. USE OF AGREEMENT

This agreement is for the sole use of UPRM, WES and ERDC towards the establishment and implementation of the program goals, scopes and outcomes. Should either party intend to utilize this agreement for the prospective obtainment of funding from Federal, State and Local government sources or that of private and public foundations and corporations, the party intended to use the agreement for funding purposes must inform and obtain approval from the other party.

VIII. SIGNATORIES



Zylma R. Toro Ramos
Chancellor
University of Puerto Rico-Mayagüez

Robin R. Cababa
Colonel, Corps. Of Engineers
Commander

Dated: _____
Printed Date: 28-Sept-99
Typed Date: 28 / 9 / 99

Dated: _____
Printed Date: _____
Typed Date: ____ / ____ / ____