

# Ceremonial Signing

Between the U.S. Department of Commerce and  
the University of Puerto Rico-Mayaguez



September 13, 2000

We, the undersigned, acknowledge the agreement and partnership between the U.S. Department of Commerce and the University of Puerto Rico-Mayaguez.

  
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Dr. Zulma Toro-Ramos  
Chancellor  
University of Puerto Rico-Mayaguez

  
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Norman Y. Mineta  
Secretary  
U.S. Department of Commerce

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN THE**

**U.S. DEPARTMENT OF COMMERCE**

**AND**

**UNIVERSITY OF PUERTO RICO-MAYAGUEZ**

## **I. PARTIES**

The Parties to this Memorandum of Understanding (MOU) are the U.S. Department of Commerce (DOC) and University of Puerto Rico, Mayaguez Campus (UPRM).

## **II. PURPOSE**

The Purpose of this MOU is to provide a cooperative framework for the parties to develop and establish a DOC and UPRM program that will empower the UPRM to attain educational excellence and to contribute positively to the fulfillment of DOC's mission to foster, promote, and develop foreign and domestic commerce. The program will be directed toward promoting career and professional attainment among UPRM students who pursue studies in fields of interest to the DOC; increasing employment opportunities in DOC for UPRM students; and supporting and strengthening the academic and research development of Departments that offer curricula of interest to the DOC. The parties understand that DOC is an equal opportunity employer and does not condone or tolerate discrimination based on non-merit factors.

## **III. AUTHORITIES**

The authorities for entering into this MOU are:

- a. Executive Order No. 12900, Educational Excellence for Hispanic Americans, dated February 22, 1994;
- b. 5 U.S.C. § 2301, Merit System Principles;
- c. 15 U.S.C. § 1525, Joint Project Authority;
- d. 5 U.S.C. § 7201, Anti-Discrimination Policy; Minority Recruitment Program;
- e. 42 U.S.C. § 2000e, et seq., Civil Rights Act of 1964, Title VII; and,
- f. 29 C.F.R. Part 1614, Federal Sector Equal Employment Opportunity.

## **IV. OBJECTIVES**

The objectives will be to develop DOC/UPRM programs and coordinate agency involvement and activities to increase employment and educational opportunities in DOC for students, educators and researchers, as well as to strengthen Departments and curricula associated with disciplines of interest to the DOC. This MOU is expected to guide the parties in pursuit of the following objectives:

- a. Provide information about education, training, and employment opportunities at DOC to UPRM students, faculty, and researchers;
- b. Encourage DOC's participation in UPRM programs to the extent that they fulfill a mission of DOC's (e.g. conferences, symposia).

## **V. RESPONSIBILITIES**

In fulfilling the objectives of this MOU, the parties agree to participate in, and be responsible for activities as follows:

DOC, subject to the availability of resources, will:

- a. Inform DOC bureaus of this MOU and monitor their participation in its implementation;
- b. Provide information to bureau officials on those UPRM endeavors which meet the requirements of DOC mission-related careers;
- c. Give strong consideration to the use of Intergovernmental Personnel Act assignments at UPRM – particularly for visiting professors, researchers, and executives in residence – to assist with curriculum development, research proposal development, and other initiatives to strengthen UPRM linkages with DOC;
- d. Support UPRM Departments, as appropriate, that offer curricula which further the mission of the DOC through resource and operational support deemed necessary for special projects such as forums, job fairs, career days, partnership school programs, workshops, and conferences; and,
- e. Supply information to UPRM on the missions and diverse scope of the DOC, including training, research and employment opportunities.

UPRM, subject to the availability of resources will:

- a. Disseminate information about this MOU to member institutions;
- b. Provide information to students on the mission and diverse scope of the DOC including “hot links” between UPRM and DOC web sites;
- c. Encourage, identify, and solicit UPRM student participation in programs developed by DOC;
- d. Provide facilities and services for hosting special education and training programs; collaborate with the DOC in arranging housing accommodations for co-operative education program participants and summer interns;
- e. Arrange student focus sessions and workshops for DOC representatives to discuss employment opportunities, the Federal job application process, and the mission of DOC;
- f. Advertise DOC employment and internship opportunities through appropriate UPRM mediums such as student career placement centers; and,
- g. Establish a “Commerce Day “ for Departmental and bureau representatives to speak with UPRM students, faculty and administrators about DOC training, research, employment and other opportunities.

## **VI. COSTS**

Nothing herein shall be construed as obligating DOC or UPRM to expend funds or devote a certain amount of personnel time and effort in furtherance of the purposes and responsibilities set forth in this MOU, except as agreed to in writing in subsequent agreements by the parties. All expenditures by DOC are subject to the availability of appropriated funds.



The DOC has determined that this project cannot be done at all or as effectively without the participation of UPRM.

This project is essential to the Department's efforts to provide equal opportunity in employment, support implementation of Executive Order 12900, and contribute positively to the fulfillment of DOC's mission.

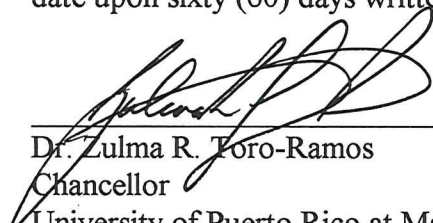
**VII. IMPLEMENTATION**

Officials from the Office of Human Resources Management and the Office of Civil Rights, U.S. Department of Commerce, and officials from UPRM will coordinate regularly to ensure the provisions of this MOU are achieved.


All specific projects arising out of this agreement will be undertaken pursuant to addenda to this agreement, or other special legal mechanisms (such as a procurement or financial assistance) which authorize the project. All projects proposed under this MOU must comply with applicable Federal laws concerning equal opportunity and civil rights.

**VIII. EFFECTIVE DATE**


This MOU shall become effective upon the date of signatures and shall remain in effect as written for five (5) years from the date of signing unless terminated or otherwise amended by mutual written agreement prior to such date. The MOU may be terminated at any time by either party prior to its fifth anniversary date upon sixty (60) days written notice to the other party.

  
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Dr. Zulma R. Toro-Ramos  
Chancellor  
University of Puerto Rico at Mayaguez

May 22/2000  
Date

  
\_\_\_\_\_  
Linda J. Bilmes  
Chief Financial Officer and Assistant Secretary  
for Administration  
U.S. Department of Commerce

MAY 9 2000  
Date

  
\_\_\_\_\_  
Debra M. Tomchek  
Director for Human Resources Management  
U.S. Department of Commerce

4/25/02  
Date