

Department of the Interior
Bureau of Land Management (BLM)

AND
University of Puerto Rico - Mayaguez Campus (UPRM)

Federal Employment Information (Touch Screen) Computer Kiosk

AGREEMENT

This represents an Agreement between the BLM and the UPRM. The Agreement relates to responsibilities on matters involving the Federal Employment Information (Touch Screen) Computer Kiosk.

The BLM agrees to provide and ship hardware and software needed to operate and maintain one Federal Employment Information (Touch Screen) Computer Kiosk at no cost to the UPRM. The value of the system is as follows:


Equipment	\$10,664.00
Customer Support	\$3,012.00
TOTAL	\$13,676.00

The kiosk will be considered a loan to UPRM, and will be used to disseminate employment information to aid in the placement of college students. This kiosk has been provided by BLM to provide nationwide and local job vacancies, full text vacancy announcements, and other employment related information and forms.

Section 1 - Authority

The two parties enter into this Agreement based on Executive Order 12900, dated February 22, 1994, Title, Educational Excellence for Hispanic Americans. In particular, sections 3 and 7 of the Order.

Section 2 - Governing Law

 The interpretation and application of the provisions of this license Agreement shall be governed by the laws of the United States as interpreted and applied by the United States courts in the District of Columbia.

Section 3 - Term of Loan

The term of this loan shall be for a period of two years beginning on the date this Agreement is signed. This loan may be terminated by BLM if the terms of this Agreement are not adhered to. Upon agreement of both parties, this Agreement will automatically renew on an annual basis.


130

Section 4 - Location of Property

The property shall be located at UPRM, and shall not be removed from that site without prior written consent from BLM.

UPRM, shall use the property in a careful and proper manner and shall comply with all laws and regulations relating to the possession, use, or maintenance of the property. The property shall only be used for the purposes designated. UPRM is responsible for placing the kiosk in a secure facility and safeguarding it against vandalism or incidental damage. UPRM shall not remove, alter, disfigure, or cover up any numbering, lettering, or insignia displayed on the property, and shall see that the property is not subjected to careless or rough use. The UPRM agrees to make no alterations to the property without prior written consent from BLM.

Section 5 - Maintenance and Repair

UPRM, agrees to ensure availability of electrical and telephone lines at the time of installation and to pay all electrical and telephone line charges arising from operation of the kiosk. UPRM shall notify BLM of any system problems and return to BLM any hardware which requires replacement.

UPRM will be responsible for the following:

- 1 . Providing toner cartridges and maintaining a supply of paper for daily use of the kiosk printer.
2. Performing minor maintenance (i.e., clearing paper jams, changing toner cartridges) to the equipment.
- 3 . Installation, setup, and custody of the computer equipment (complete installation instructions will be provided). Custody includes responsibility for the replacement of lost or damaged equipment.

BLM will provide the following services to the kiosk: technical support, including repair and/or replacement of faulty hardware, software support and enhancements, and the Office of Personnel management (OPM), under agreement with DOI and BLM, will download current vacancies and other employment information each Federal business day.

Section 6 - Return of Property

On expiration day of this Agreement (Section 3) or early termination, UPRM, shall disassemble, pack, and ship hardware and software to BLM (equipment will be shipped FOB, shipping point). UPRM shall return the property to BLM in good condition, ordinary wear and tear resulting from proper use alone expected.

Section 7 - Delivery, Acceptance, and Installation of Property

BLM will setup and test all hardware and software prior to shipping to UPRM.

BLM will ship the equipment to UPRM. UPRM should inspect the property after delivery for any damage or defects due to shipping. UPRM should notify BLM of these defects within 5 days or it shall be conclusively presumed, between the two parties, that UPRM has fully inspected and acknowledged the property to be in satisfactory condition, and that UPRM, agrees to install and setup the equipment. BLM will provide complete installation instructions.

Section 8 - Ownership of the Property

This property is, and shall at all times remain, the sole property of BLM and UPRM, shall have no right, title, or interest in the property except as expressly set forth in this Agreement. UPRM shall not assign, transfer, or pledge this Agreement, or any part of, or any interest in the property, or sublet or lend any part of the property.

Section 9 - Indemnity of BLM

UPRM shall indemnify and hold BLM harmless from and against all claims, actions, proceedings, costs, damages, and liabilities, including attorney fees arising out of, connected with, or resulting from use of the property, including, but not limited to, the manufacture, selection, delivery, possession, use, operation, or return of the property.


Section 10 - BLM 's Right to Prevent Default

Should UPRM fail to BLM any act as provided in this Agreement, then BLM shall have the right, without releasing UPRM from any obligation under this Agreement, to require the prompt return of the property to BLM .

Section 11 - Status of Property

The property is, and shall at all times remain, personal property, notwithstanding that any part of it may now be, or may become, in any manner attached to, or embedded in, or permanently resting on, real property or any building on real property, or attached in any manner to what is permanent as by means of cement, plaster, nails, bolts, screws, or otherwise.

Section 12 - Assignment

 UPRM shall not assign, transfer, or pledge this Agreement, or any part of, or any interest in the property or sublet or lend any part of the property.

Section 13 - Risk of Loss or Damage

UPRM assumes all risk of loss of and damage to the property from any cause. No loss or damage to the property will impair any obligation of UPRM under this Agreement which will continue in full force and effect. In the event of loss of or damage to the property, UPRM, at the option of BLM shall:



- (a) Place the property in good repair; or
- (b) Replace the property with like property in good repair, which property shall become subject to this Agreement; or
- (c) Pay BLM in cash for the loss value during the calendar year of the lost or damaged property. Such value shall be determined by BLM.

Section 14 - Suspension of Obligations of BLM

The obligation of UPRM under this Agreement shall be suspended to the extent that it is hindered or prevented from complying with the Agreement because of acts of God, fires, storms, accident, governmental regulations, or interferences, or any other cause beyond the control of UPRM.


Section 15 - Limitation of Effects of Waivers

No delay or omission to exercise any right, power, or remedy accruing to BLM on any breach or default of UPRM under this Agreement shall impair any such right, power, or remedy of BLM, nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default occurring subsequently; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default occurring previously or subsequently. Any waiver, permit, consent, or approval of any kind or character on the part of BLM of any breach or default under this Agreement, or any waiver on the part of BLM of any provision or condition of this Agreement, must be in writing and shall be effective only to the extent in such writing specifically set forth.

Section 16 - Waiver of Offsets

UPRM waives any existing and future claims and offsets against Agreement payments or other payments due under this Agreement, and agrees to pay such Agreement payments and other amounts regardless of any offset or claim that may be asserted by or on UPRM's behalf.

Section 17 - Limitation of Warranties

 UPRM acknowledges that the property is of a size, design, capacity, and manufacture selected by BLM. BLM is not a manufacturer of the property or a dealer in similar property and has not made and BLM does not make any representation, warranty, or covenant, express or implied, with respect to the condition, quality, durability, suitability, or merchantability of the property. BLM shall not be liable to UPRM for any liability, loss, or damage caused or alleged to be caused directly or indirectly by the property, by any inadequacy of, or defect in, the property, or by any incident in connection with the property.

Section 18 - Termination

BLM may terminate this Agreement upon delivery of a written notice to UPRM, if UPRM fails to comply with any term or condition of this Agreement.



Section 19 - Notices

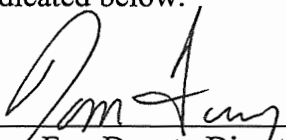
Any communications given or made in this Agreement between BLM and UPRM, shall be made or given by mailing them to:

Department of the Interior
1849 C Street N.W., MS 5220
Washington, D.C. 20240

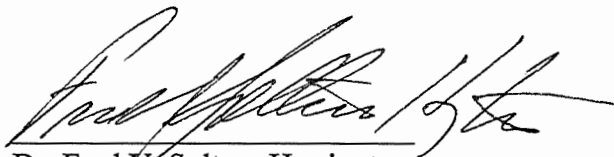
and

University of Puerto Rico - Mayaguez Campus
De Diego Building Room 201
Post Office Box 9000
Mayaguez, Puerto Rico 00681-9000

This Agreement is executed by the duly authorized representatives of the party on the date indicated below.



Tom Fry, Deputy Director, BLM
Department of the Interior
1849 C Street N.W.
Washington, D.C. 20240
Program Office Contact: Gloria Inniss
Program Office phone: (202) 452-5090



Dr. Fred V. Soltero Harrington
Acting Chancellor
University of Puerto Rico
Mayaguez Campus
P.O. Box 9000
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(787) 832-4040

Date: June 18, 1998

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