

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNIVERSITY OF PUERTO RICO AT MAYAGUEZ
AND
AMECO AND FLUOR DANIEL CARIBBEAN INC.

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 Professor Pablo Rodríguez, UPRM Chancellor, and AMECO AND FLUOR DANIEL CARIBBEAN INC., a corporation established and operating in Puerto Rico, here represented by its Regional Director of Operations, Gerardo Razo B..

WHEREAS, UPRM and AMECO AND FLUOR DANIEL CARIBBEAN INC. 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 AMECO AND FLUOR DANIEL CARIBBEAN INC. 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 AMECO AND FLUOR DANIEL CARIBBEAN INC. are interested in establishing close ties in research and development of environmental technologies in the areas of Biodiesel Applications, pollution prevention and waste minimization;

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WHEREAS, UPRM and AMECO AND FLUOR DANIEL CARIBBEAN INC. 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. UNDERSTANDING

- a. AMECO AND FLUOR DANIEL CARIBBEAN INC. 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 LH-403053 Nitewater Portable Light Tower utilizing Biodiesel.
- c. In such project, Ameco AND FLUOR DANIEL CARIBBEAN INC. will operate the aforementioned LH-403053 unit for a period of 1.0 to 3.0 months depending on the success of the demonstration. AMECO AND FLUOR DANIEL CARIBBEAN INC. will only provide the required maintenance and repairs that may result from the demonstrations. No additional expenses will be incurred by AMECO AND FLUOR DANIEL CARIBBEAN INC..
- d. In such project, AMECO AND FLUOR DANIEL CARIBBEAN INC. 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 AMECO AND FLUOR DANIEL CARIBBEAN INC. personnel arising from the execution of this MOU.

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- f. The present MOU provides the mechanism whereby this and other demonstrations, interactions, initiatives and proposals development between AMECO AND FLUOR DANIEL CARIBBEAN INC. and UPRM will be facilitated.

II. IMPLEMENTATION

UPRM and AMECO AND FLUOR DANIEL CARIBBEAN INC. shall each appoint a program manager to be charged with implementing the terms of this Memorandum of Understanding.

III. OTHER TERMS AND CONDITIONS

- a. UPRM and AMECO AND FLUOR DANIEL CARIBBEAN INC. 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 AMECO AND FLUOR DANIEL CARIBBEAN INC..
- b. Nothing in this Memorandum of Understanding shall obligate UPRM and AMECO AND FLUOR DANIEL CARIBBEAN INC., individually or collectively, to any current or future expenditure of resources in advance of the availability of appropriations through their respective fiscal authorization procedures.

IV. PERIOD OF AGREEMENT

This Memorandum of Understanding shall be effective immediately when signed by authorized representatives of both UPRM and AMECO AND FLUOR DANIEL CARIBBEAN INC., and shall remain in force for one year from that date unless terminated according to the provisions of paragraph VII below. This Memorandum of Understanding shall be renewable for additional time period as mutually agreed upon by representatives of UPRM and AMECO AND FLUOR DANIEL CARIBBEAN INC..

V. EQUAL OPPORTUNITY

UPRM and AMECO AND FLUOR DANIEL CARIBBEAN INC. 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 AMECO AND FLUOR DANIEL CARIBBEAN INC. 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.

VI. MODIFICATION

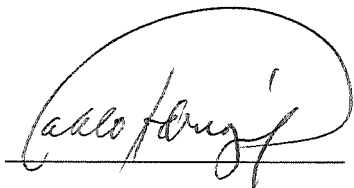
This Memorandum of Understanding may be modified only in writing by authorized representatives of UPRM and AMECO AND FLUOR DANIEL CARIBBEAN INC.. Modifications shall be incorporated by reference and made a part of this Memorandum of Understanding.

VII. 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

AMECO AND FLUOR
DANIEL CARIBBEAN
INC.



Professor Pablo Rodríguez
Chancellor
UNIVERSITY OF PUERTO RICO
AT MAYAGUEZ CAMPUS

Jorge R. Bermudez, PE
VP and GM
FLUOR DANIEL
CARIBBEAN INC.

Gerardo Razo B.
Regional Director of
Operations AMECO

Handwritten initials: Jm, CR, PR