



DONATION NUMBER \_\_\_\_\_  
TERMS AND CONDITIONS FOR DONATIONS MADE BY  
ECOELÉCTRICA, L.P. TO  
UNIVERSITY OF PUERTO RICO AT MAYAGÜEZ ("UPR-M")  
DEPARTMENT OF MARINE SCIENCE  
[Address]

PROPOSAL TITLES:

- a) *Proposal for the Acquisition of an Automated Microscopic Particle Analysis (FlowCAM) for the Evaluation of the Condition of Coastal Marine Environments in Puerto Rico ("Proposal A")* and
- b) *Acquisition of an Underwater Bioluminescence Assessment Tool (UBAT): Linking Environmental Conditions, Bioluminescence, and Science Education: A Case Study of La Parguera Phosphorescent Bay and Adjacent Systems ("Proposal B")*

EMPLOYER ID NUMBER: \_\_\_\_\_

APPROVAL DATE:


August 2011

AMOUNTS:

a) \$89,505 (Flow Cam) and b) \$24,850 (UBAT)

TERM:

5 years as of the signature of the agreement

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1. DONATED EQUIPMENT: After evaluating the above proposals, EcoEléctrica, L.P. ("EcoEléctrica") has approved them and agrees to make a donation consisting of the following equipment:
    - a. Flow CAM automated microscopy analyzer manufactured by Flow Imaging, Inc. (Proposal A) and;
    - b. underwater bioluminescence assessment tool (UBAT) sold by WET Labs, Inc. (Proposal B)  
(the "Donated Equipment").
  2. USE OF DONATED EQUIPMENT: the Donated Equipment is being purchased by EcoEléctrica to be donated to UPR-M to be used as set forth in the Proposals, attached as Exhibits A and B, and under the terms and conditions set forth below. UPR-M agrees to use the Donated Equipment for such purposes and according to such terms and conditions. Neither the Proposals, nor these Terms and Conditions may be amended without EcoEléctrica's prior written authorization. The Donated Equipment may only be used for educational, charitable, scientific, literary or religious purposes as specified by the 1954 Puerto Rico Income Tax Act, Section 1101 and the US Internal Revenue Code

the research performed with the Donated Equipment to prepare reports related with its environmental mitigation and community outreach programs in consultation with UPR-M.


8. SUPPORT FOR ECOELÉCTRICA RESEARCH. UPR-M will be available to provide support, carry out research and provide research data to EcoEléctrica for its investigations and research on the marine areas in and nearby Peñuelas, where EcoEléctrica's facilities are located. Such services will be provided under separate agreements.
9. NON COMPLIANCE WITH TERMS AND CONDITIONS. If EcoEléctrica concludes that the Donated Equipment is not being used pursuant to the Proposals, that UPR-M is not complying with any of these Terms and Conditions, or that it is not being used in the best public interest, EcoEléctrica may at its discretion, demand that the Donated Equipment be returned to EcoEléctrica. EcoEléctrica's decision will be final, conclusive and binding upon UPR-M.
10. RECOGNITION OF SUPPORT. UPR-M must place a label on the Donated Equipment stating that was donated by EcoEléctrica. Any and all publicity regarding this donation must be made jointly by UPR-M and EcoEléctrica unless EcoEléctrica declines. Any and all announcements, press releases, publications, printed or audiovisual material regarding the use of the Donated Equipment or the research for which the Donated Equipment is being used must state that EcoEléctrica donated the Donated Equipment and must include EcoEléctrica's name and logo. To this end, UPR-M must send a copy of any announcement, articles, press releases, publications, printed or audiovisual material regarding the use of the Donated Equipment or the research for which the Donated Equipment is being used to the officer in charge of the donation at EcoEléctrica, with reasonable advance notice, for approval of the logo's use.
11. ECOELÉCTRICA'S COMMUNICATIONS REGARDING THE DONATION. EcoEléctrica may make any and all communications to interested parties regarding this donation or the Donated Equipment as part of its Corporate Social Responsibility and/or Environmental Compliance Programs.
12. USE LICENSE. EcoEléctrica reserves, and UPR-M will grant EcoEléctrica, a Royalty-Free License to use any reports, books, material, movies, articles or any other product or publication or intellectual property that UPR-M may record, register or hold in UPR-M's name, that results from the research conducted with the Donated Equipment, for EcoEléctrica's promotional and educational purposes.

13. INSURANCE AND RELEASE FROM LIABILITY. UPR-M shall maintain adequate insurance policies to cover loss or damage to the Donated Equipment, and damages that use of the Donated Equipment may cause. If the Donated Equipment is lost or damaged for any reason whatsoever, EcoEléctrica will be under no obligation to repair or replace it. UPR-M hereby fully releases and holds EcoEléctrica harmless from any claims or liabilities that may be related to the use of the Donated Equipment by any person or entity.
14. FUTURE SUPPORT. UPR-M acknowledges that neither EcoEléctrica nor its representatives have made promises or representations that further support or donations will be made, in addition to the donation specified herein. If the Donated Equipment is returned, in its entirety or partially, UPR-M acknowledges that EcoEléctrica, L.P., has no further obligation towards UPR-M regarding the donation, as a result of such return. The fact that the donation was granted does not mean that EcoEléctrica, L.P., has an obligation to grant another donation or provide any other kind of aid to UPR-M.
15. AMENDMENTS. This agreement contains all the terms and conditions of the donation and supersedes any prior agreement. Any amendment or change thereto must be in writing and signed by an authorized officer of UPR-M and EcoEléctrica, L.P.
16. APPLICABLE LAW. This agreement will be governed and interpreted under the laws of Puerto Rico.

EcoEléctrica, L.P.

Organization

\_\_\_\_\_  
Jaime Sanabria  
General Manager  
Finance and Management

  
\_\_\_\_\_  
Jorge Rivera Santos  
Rector Universidad de Puerto Rico  
Mayagüez

Fecha: \_\_\_\_\_

Fecha: OCT. 28, 2011