

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

UNIVERSITY OF PUERTO RICO AT MAYAGÜEZ

AND

UNIVERSIDAD AUTÓNOMA DE SANTO DOMINGO

THIS MEMORANDUM OF UNDERSTANDING is made by and between the University of Puerto Rico at Mayagüez (UPRM), here represented by Dr. Jorge Rivera Santos, Acting Chancellor, and Dr. Franklin García Fermín, Chancellor, Universidad Autónoma de Santo Domingo (UASD).

WHEREAS, UPRM, through a collaborative agreement with the Universidad Autónoma de Santo Domingo, Dominican Republic, is engaged in developing botanical research among Caribbean students.

WHEREAS, UPRM and UASD are aware that by promoting visits of Caribbean botany students to herbaria and botanical laboratories they will augment botanical research projects in Puerto Rico and the Dominican Republic;

WHEREAS, UPRM is interested on inviting Ms. Amelia Jose Mateo Jimenez, a UASD botany student, to visit the Tropical Bryology Laboratory (TBL), Biology Department, UPRM.

WHEREAS, Ms. Amelia Jose Mateo Jimenez, a UASD botany student, will use the herbarium facility at UPRM, and use the bryological library at TBL, to identify (name) the specimens that she collected for her thesis at the Ebano Verde Forest Reserve.

WHEREAS, Ms. Amelia Jose Mateo Jimenez will offer an oral presentation entitled: "Bryophytas de la República Dominicana: Un vistazo al interior de los bosques húmedos" to undergraduate and graduate students conducting botanical research at the TBL.

WHEREAS, UPRM will cover travel expenses of Amelia Jose Mateo Jimenez to visit UPRM. This will be as follow: airline ticket (up to \$400.00 US), per diem (\$320.00 US), and housing (\$200.00 US). These expenses will be cover with funds from account: 30120.502.145.xxxx.210.33010264010.00 at CID-RUM. Ms. Mateo Jimenez will visit the TBL laboratory for eight days during August 2010.

WHEREAS, the visit of a botany student from UASD to UPRM will result in mutual benefit to both institutions:

NOW, THEREFORE, in consideration of the mutual understanding set forth, the Parties do hereby mutually agree as follows:

I. PURPOSE

- a. This Memorandum of Understanding is intended to facilitate interactions and cooperative initiatives between UPRM and UASD in the areas of botanical research.

II. IMPLEMENTATION

The intent of this Memorandum of Understanding shall be implemented by carrying out visits of botany students at UASD to UPRM. The implementation of this exchange will promote botanical research in the Caribbean region. UPRM and UASD for this first exchange appoint Ms. Amelia José Mateo Jimenez and Dr. Inés Sastre-De Jesús as visiting student and mentor, respectively.

III. OTHER TERMS AND CONDITIONS

- a. Nothing in this Memorandum of Understanding shall obligate UPRM and UASD individually or collectively, to any current or future expenditure of resources in advance of the availability of appropriations through their respective fiscal authorization procedures.
- b. During her visit to the UPRM, the student Amelia José Mateo Jiménez shall comply with the laws, rules and regulations of the UPRM.
- c. Upon completion of her visit, the student Amelia José Mateo Jiménez shall return to the UASD to continue her academic program.

- d. UPRM inventions and copyrights shall remain at all time property of the UPRM.
- e. The two parties are committed to maintaining records of all reports of timesheets for jobs, communications and all other documents related to the coordination of activities discussed in this agreement in order that they be available for examination or copying by the Office of Internal Auditors of the University of Puerto Rico, by a firm of outside auditors hired by the University of Puerto Rico, by the Office of the Comptroller of Puerto Rico in its auditing of the University of Puerto Rico as required by law. Audits will be carried out at reasonable times during the course of the services or after their completion, in accordance with generally recognized auditing practices. Said documents will be kept for a period of no less than six (6) years or until the Office of the Controller of Puerto Rico has made its investigation, whichever occurs first.
- f. Neither party shall use the name of the other institution, its initials, stamp, logos, seal, or any other identifying emblem or distinctive symbol of the other institution without the express written authorization of the institution to which said objects belong.
- g. Neither the parties shall assume any liabilities to each other. As to liability to each other the parties do not waive any defense as a result of this agreement. Likewise, this provision shall not be construed to limit the parties' rights, claims or defenses which arise as a matter of law pursuant to any provisions of this agreement. Additionally, this agreement shall not be construed to limit the sovereign immunity of the Government of Puerto Rico and the University of Puerto Rico.
- h. Each of the parties consents to exempt and exonerate the other party from responsibility in the case of any judicial or extrajudicial claim, and to provide indemnity for damages and/or mental or moral anguish that may be suffered by any person or legal entity, when said damages are alleged to have been caused by the negligent, reckless, and/or culpable actions, conduct, or omissions of each party, its agents or employees, when such damages shall have ~~been~~ occurred totally or partially during the realization of this Agreement.

IV. PERIOD OF AGREEMENT

This Memorandum of Understanding shall be effective when signed by authorized representatives of both UPRM and UASD, and registered at the UPRM office. This Memorandum shall remain in force until August 31, 2011, unless, terminated according to the provisions of paragraph VII below. This Memorandum of Understanding can be renewable in writing for additional time period as mutually agreed upon by representatives of UPRM and UASD.

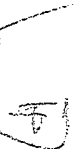
V. EQUAL OPPORTUNITY

UPRM and UASD 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 UASD shall abide by these principles in the administration of this Memorandum of Understanding, and neither entity nor 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 UASD. 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. Either party may terminate this agreement in the event of a substantial breach of the terms contained herein, as permitted by the University Laws and Rules and Regulations of the University of Puerto Rico. The signatories to this Agreement shall expend their best efforts to amicably resolve any dispute that may arise under this Agreement. Any dispute that they are unable to resolve shall be submitted to the 

Director or designee of the UASD and to the University of Puerto Rico at Mayagüez Chancellor or designee for resolution. The courts of Puerto Rico retain jurisdiction.

VIII. FORCE MAJEURE

In the event that the performance of the obligations under this Memorandum are impeded by reason of Force Majeure, the parties shall be released from their obligations and neither party shall be responsible for any damage sustained and have no further recourse against the other party. Force Majeure shall mean accident before and after the installation of the equipment, fire, earthquake, hurricane, flood, Act of God or natural disaster, epidemics or pandemics, nuclear explosions, strike, work stoppages, or other labor disturbance, riots or civil commotions, vandalism, war or other act of any nation, terrorism, power of government, or government agency, or any other cause which is beyond the control of the parties.

IX. GOVERNING LAW

In any dispute regarding the terms of this Memorandum, shall be constructed according the laws of Puerto Rico.

UNIVERSITY OF PUERTO RICO.
MAYAGUEZ CAMPUS


Jorge Rivera Santos,
Acting Chancellor

UNIVERSITY OF PUERTO RICO.
MAYAGUEZ CAMPUS

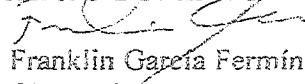
Date: August 11, 2010
City: Mayaguez

Recommended by:

José Colucci Ríos
Director -R&D Center

Inés Sastre-De Jesús, PhD
Principal Investigador
Coordinadora Red Caribeña de Botánica
Departamento de Biología -RUM

UNIVERSIDAD AUTONOMA DE
SANTO DOMINGO


Franklin García Fermín
Chancellor

UNIVERSIDAD AUTONOMA DE
SANTO DOMINGO

Date: 15/07/10
City: SANTO DOMINGO

Revised and recommended by:

Miledy Alberto De Rodríguez
Decana Facultad de Ciencias, UASD.