

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
UNIVERSITY OF PUERTO RICO AT MAYAGUEZ  
AND  
INSTITUTO PARA EL DESARROLLO DE LA INDUSTRIA DEL CABALLO DE PASO  
FINO PURO PUERTORRIQUEÑO**

---

THIS MEMORANDUM OF UNDERSTANDING is made by and between the University of Puerto Rico at Mayaguez (UPRM), a land-grant public institution of higher learning located in the Commonwealth of Puerto Rico created and authorized to enter into this agreement by Law Núm. 1 from January 20 of 1966, as amended, here represented by Andres Calderon Colon, Interim Chancellor of UPRM,

and the Instituto para el Desarrollo de la Industria del Caballo de Paso Fino Puro Puertorriqueño, a corporation established and operating in Puerto Rico, here represented by its president, José Victor Oliver Correa,

(Both of legal age)

**WHEREAS**, UPRM and Instituto para el Desarrollo de la Industria del Caballo de Paso Fino Puro Puertorriqueño are aware that high quality education, training, research, development, knowledge dissemination, service, and outreach are the basis for the scientific development of Puerto Rico and the Pure Puerto Rican Paso Fino Horse industry;

**WHEREAS**, UPRM and Instituto para el Desarrollo de la Industria del Caballo de Paso Fino Puro Puertorriqueño are concerned with issues of assessment and understanding, the advancement of knowledge, and the development of the Pure Puerto Rican Paso Fino Horse industry;

**WHEREAS**, UPRM and Instituto para el Desarrollo de la Industria del Caballo de Paso Fino Puro Puertorriqueño are interested in establishing close ties in research and development of the Pure Puerto Rican Paso Fino Horse in said industry,

**WHEREAS**, collaboration between the two institutions which share economic and scientific development goals is highly desirable;

**WHEREAS**, the term Puerto Rican Pure Paso Fino Horse is used herein as identified and defined in the Law 87 of June 30, 1978 and its corresponding amendments;

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

#### I. PURPOSE

- a. This Memorandum of Understanding is intended to facilitate all exchanges and cooperative initiatives between UPRM and Instituto para el Desarrollo de la Industria del Caballo de Paso Fino Puro Puertorriqueño in the areas of education, training, research and development of the Puerto Rican Pure Paso Fino Horse.
- b. This Memorandum of Understanding sets forth a basis for future agreements between UPRM and Instituto para el Desarrollo de la Industria del Caballo de Paso Fino Puro Puertorriqueño to initiate and conduct a joint program to promote interdisciplinary communication, cooperation, and collaboration with the purpose to seek funding from federal and state government sources, and to engage in the joint preparation of proposals for funding of the development of this industry.

## II. IMPLEMENTATION

The intent of this Memorandum of Understanding shall be implemented by collaborative planning, development, proposals and the implementation of joint interdisciplinary programs in the areas of education, training, research, development, and dissemination of knowledge. UPRM and Instituto para el Desarrollo de la Industria del Caballo de Paso Fino Puro Puertorriqueño shall each appoint a program manager to be charged with implementing the terms of this Memorandum of Understanding. All activities shall be coordinated by Professor Miguel Castro, who will serve as Project Director at UPRM. These initiatives will include, but not be limited to the following:

- a. Period 1: The Origin of maternal and paternal lineages in the Puerto Rican horses and the Paso Fino breed
- b. Period 2: to be negotiated
- c. Period 3: to be negotiated

## III. SUPPLEMENTAL AGREEMENTS

This memorandum of understanding is supplemented by agreements for specific projects signed by authorized representatives of UPRM and Instituto para el Desarrollo de la Industria del Caballo de Paso Fino Puro Puertorriqueño. Each agreement shall specify: a) Objectives; b) Implementation plan; c) Responsibilities of each institution; d) Budget and sources (s) of funding; e) Timetables and evaluation criteria; f) Effective dates; and g) when applicable, the cost apportioned to each institution.

#### IV. TERMS AND CONDITIONS

- a. UPRM and Instituto para el Desarrollo de la Industria del Caballo de Paso Fino Puro Puertorriqueño shall be responsible for their respective costs associated with the activities in this Memorandum of Understanding. Payments for costs associated with future agreements will be subject to negotiations between UPRM and Instituto para el Desarrollo de la Industria del Caballo de Paso Fino Puro Puertorriqueño.
- b. Nothing in this Memorandum of Understanding shall obligate UPRM and Instituto para el Desarrollo de la Industria del Caballo de Paso Fino Puro Puertorriqueño, individually or collectively, to any current or future expenditure of resources in advance of the availability of appropriations through their respective fiscal authorization procedures.
- c. UPRM reserves the rights to its own intellectual property and derivative works, as represented in the patents awarded to the institution. UPRM and Instituto para el Desarrollo de la Industria del Caballo de Paso Fino Puro Puertorriqueño agree to enter into an intellectual and patent agreement if the Instituto para el Desarrollo de la Industria del Caballo de Paso Fino Puro Puertorriqueño developed any derivative work based on UPRM intellectual property. Future proposals developed and submitted by the Instituto para el Desarrollo de la Industria del Caballo de Paso Fino Puro Puertorriqueño under this MOU must include UPRM as a PI partner.
- d. Notwithstanding the provisions of paragraph c above, UPRM will grant Instituto para el Desarrollo de la Industria del Caballo de Paso Fino Puro Puertorriqueño

an irrevocable, non-exclusive, royalty free license, to use all intellectual property derived or created as a result of the activities and works performed related to this Memorandum of Understanding, for Instituto para el Desarrollo de la Industria del Caballo de Paso Fino Puro Puertorriqueño internal, research and educational purposes only.

- e. Without prejudice to the provisions of paragraphs b and c above, the parties further agree that UPRM shall provide Instituto para el Desarrollo de la Industria del Caballo de Paso Fino Puro Puertorriqueño, for its review, copy of all research papers, memorandums, articles, press releases and/or any other documents or publications containing information obtained from, or as a result of, the researches and activities performed under this Memorandum of Understanding, **prior to their publication and/or disclosure to third parties**, in order to allow Instituto para el Desarrollo de la Industria del Caballo de Paso Fino Puro Puertorriqueño with a sixty (60) days period in which to review each publication or presentation to identify patentable subject matter and to identify any inadvertent disclosure of Confidential Information.

Both parties shall have the right to be informed of all the progress of the investigations, and the results and information obtained from, or as a result of, the researches and activities performed under this Memorandum of Understanding.

#### JOINT DEVELOPED COPYRIGHTABLE MATERIAL

Copyrightable material, including software and/or informational databases, first produced or composed in the performance of the MOU by employees and/or students

of the UPRM and employees/or researchers of Instituto para el Desarrollo de la Industria del Caballo de Paso Fino Puro Puertorriqueño, shall be jointly owned by both Parties, who shall each have the independent, unrestricted right to dispose of such copyrightable material as they deemed appropriate, without any obligation of accounting to the other Party.

#### IV. PERIOD OF AGREEMENT

This Memorandum of Understanding shall be effective immediately when signed by authorized representatives of both UPRM and Instituto para el Desarrollo de la Industria del Caballo de Paso Fino Puro Puertorriqueño and shall remain in force for five (5) years from the date unless terminated according to the provisions of paragraph VIII below. This Memorandum of Understanding shall be renewable for additional time periods as mutually agreed upon by representatives of UPRM and Instituto para el Desarrollo de la Industria del Caballo de Paso Fino Puro Puertorriqueño.

#### V. EQUAL OPPORTUNITY

UPRM and Instituto para el Desarrollo de la Industria del Caballo de Paso Fino Puro Puertorriqueño 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 Instituto para el Desarrollo de la Industria del Caballo de Paso Fino Puro Puertorriqueño 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 Instituto para el Desarrollo de la Industria del Caballo de Paso Fino Puro Puertorriqueño. Modifications shall be incorporated by reference and made a part of this memorandum of Understanding.

## VII. FINAL TERMS AND CONDITIONS

1) 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.

2) 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.

3) 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.

4) 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 occurred totally or partially during the realization of this Agreement.

5) This Memorandum of Understanding shall be constructed and governed under the laws and regulations of the Commonwealth of Puerto Rico.

6) LAW 127 OF MAY 31, 2004 CLAUSE- No service shall be rendered or received based on the terms of this contract until it is presented for registry in the Office of the Controller of the Commonwealth of Puerto Rico according to Law No. 18, dated October 30, 1975.

7) INDEPENDENT CONTRACTOR CLAUSE: In performing activities under this Memorandum of Understanding, the Instituto para el Desarrollo del Caballo de Paso Fino Puro Puertorriqueño shall be considered as an independent contractor and shall not be entitled to any benefits applicable to employees of UPRM. The employees of the Instituto para el Desarrollo del Caballo de Paso Fino Puro Puertorriqueño shall not be considered as employees of the UPRM. Nothing in this Memorandum of






Understanding will be deemed to create an employer-employee or principal-agent relationship between UPRM and the Instituto para el Desarrollo del Caballo de Paso Fino Puro Puertorriqueño employees, consultants, agents or independent contractors.

8) The Instituto para el Desarrollo del Caballo de Paso Fino Puro Puertorriqueño has been created under the laws of the Commonwealth of Puerto Rico as a Non-for-Profit organization and it is governed under the articles registered in the Puerto Rico's Department of State Registration #319277.

#### VIII. TERMINATION

This Memorandum of Understanding may be terminated at any time by written mutual agreement of upon 90 days advance notice by either Party.

#### SIGNATURES


  
Dr. Andres Calderon  
Interim Chancellor  
UPRM

Jose Victor Oliver Correa  
President  
Instituto para el Desarrollo de la  
Industria del Caballo de Paso Fino  
Puro Puertorriqueño

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Recommended by:

  
Walter Silva Araya  
Director  
R&D Center  
UPRM