

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**INTERNATIONAL TECHNICAL SERVICES**

**POLYTECHNIC UNIVERSITY OF PUERTO RICO**

**UNIVERSITY OF PUERTO RICO AT MAYAGUEZ**

**AND**

**SAN JUAN MUNICIPAL GOVERNMENT**

**THIS MEMORANDUM OF UNDERSTANDING** is made by and between International Technical Services (ITS), a design and engineering services company located in the Commonwealth of Puerto Rico, here represented by Olmar, C. López, PE, ITS President, Polytechnic University of Puerto Rico (PUPR), a non-profit private institution of higher learning located in the Commonwealth of Puerto Rico, here represented by Ernesto Vázquez Barquet, PUPR President, University of Puerto Rico at Mayagüez (UPRM), a land-grant, sea-grant, space grant public institution of higher learning located in the Commonwealth of Puerto Rico, here represented by Professor Jorge Iván Vélez Arocho, UPRM Chancellor, and San Juan Municipal Government (SAN JUAN), founded in Puerto Rico, here represented by its Mayor Jorge Santini. International Technical Services is incorporated in Puerto Rico, with a Federal Employer Identification Number.

**WHEREAS**, ITS, PUPR, UPRM and SAN JUAN 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**, ITS, PUPR, UPRM and SAN JUAN 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**, ITS, PUPR, UPRM and SAN JUAN are interested in establishing close ties in research and development of energy and environmentally friendly technologies in the areas of energy efficiency, sustainable/renewable energy, waste conversion, pollution prevention and waste minimization;

**WHEREAS**, ITS, PUPR, UPRM and SAN JUAN 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 four 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. PURPOSE**

a. This Memorandum of Understanding is intended to facilitate interactions and cooperative initiatives between ITS, PUPR, UPRM and SAN JUAN in the areas of research, development, design, technology transfer, human resources development, and education.

b. This Memorandum of Understanding sets forth a basis for future agreements between ITS, PUPR, UPRM and SAN JUAN to initiate and conduct a joint program to promote interdisciplinary communication, cooperation, and collaboration in developing and commercializing energy and environmentally friendly related technologies. The program will also emphasize collecting, evaluating and sharing technical information of state of the art energy and environmentally friendly technologies, to seek funding from federal and other state government sources, and to engage in the joint preparation of proposals for such funding.

## 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 areas of education, training, research, development, commercialization, and dissemination of knowledge. ITS, PUPR, UPRM and SAN JUAN will appoint Olmar C. López, PE, Maria V. Arroyo, PE, José A. Colucci Ríos, PE, PhD and engineer Miguel Cordero as project managers in charge of implementing this MOU, respectively. Future MOU managers will be appointed by mutual agreement. These initiatives will include, but not be limited to the following:

- a. Development and implementation of High Visibility Sustainable Energy Demonstration Projects at San Juan Landfill and other locations.
- b. Collaboration of PUPR and UPRM faculty and students with ITS and SAN JUAN personnel in the development and commercialization of energy and environmentally friendly related processes.
- c. Utilization of the ITS, PUPR, UPRM and SAN JUAN Facilities as a show case for visitors.

## III. SUPPLEMENTAL AGREEMENTS

This Memorandum of Understanding may be supplemented by agreements for specific projects by authorized representatives of ITS, PUPR, UPRM and SAN JUAN. Each agreement shall specify: a) Objectives; b) Implementation plan; c) Responsibilities of each institution; d) Budget, funding sources and potential income; e) Timetables and evaluation criteria; f) Non-disclosure and intellectual property agreements and; g) When applicable, the costs and/or incomes apportioned to each institution.

## IV. OTHER TERMS AND CONDITIONS


- a. ITS, PUPR, UPRM and SAN JUAN 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 ITS, PUPR, UPRM and SAN JUAN.

- b. Nothing in this Memorandum of Understanding shall obligate ITS, PUPR, UPRM and SAN JUAN, 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. The expected distribution of any future income generated by this initiative shall be specified and negotiated in the supplemental agreements mentioned in III.
- d. The parties involved in this agreement recognize and accept that the Municipality of San Juan enters in this Memorandum of Understanding subject to the limitations and attributions imposed and granted by the Autonomous Municipalities Act of 1991, as amended. It is also understood and accepted by the signing parties, that any act that requires the Municipality of San Juan to engage in any act that can or will compromise the Municipality of San Juan, either legally or economically, requires the prior approval of the Municipal Legislature.



**V. PERIOD OF AGREEMENT**



This Memorandum of Understanding shall be effective immediately when signed by authorized representatives of both ITS, PUPR, UPRM and SAN JUAN, and shall remain in force for five (5) years from that date unless terminated according to the provisions of paragraph VIII below. This Memorandum of Understanding shall be renewable for additional time period as mutually agreed upon by representatives of ITS, PUPR, UPRM and SAN JUAN.

**VI. EQUAL OPPORTUNITY**

ITS, PUPR, UPRM and SAN JUAN 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. ITS, PUPR, UPRM and SAN JUAN 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.

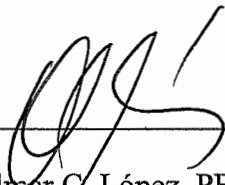
**VII. MODIFICATION**

This Memorandum of Understanding may be modified only in writing by authorized representatives of ITS, PUPR, UPRM and SAN JUAN. Modifications shall be incorporated by reference and made a part of this Memorandum of Understanding.

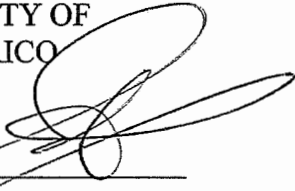
**VIII. TERMINATION**

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


INTERNATIONAL TECHICAL  
SERVICES

  
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Olmar C. López, PE  
ITS President  
Date: May 14/08  
City: San Juan, P.R.

POLYTECHNIC  
UNIVERSITY OF  
PUERTO RICO

  
\_\_\_\_\_  
Ernesto Vázquez Barquet  
PUPR President  
Date: 11 March of  
City: SAN JUAN

UNIVERSITY OF PUERTO RICO  
AT MAYAGUEZ CAMPUS

  
\_\_\_\_\_  
Professor Jorge I. Vélez Arocho, PhD,  
UPRM Chancellor  
Date: March 18<sup>th</sup>, 2008  
City: Mayaguez, P.R.

MUNICIPALITY OF SAN JUAN

\_\_\_\_\_  
Jorge Santini  
Mayor of San Juan  
Date: \_\_\_\_\_  
City: \_\_\_\_\_