

REGISTRO DE CONTRATOS  
TOMO 20 PAGINA 62  
CONTRATO NUM 2011-000335

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**UNIVERSITY OF PUERTO RICO AT MAYAGÜEZ**

**AND**

**LA JUNTA DE CONDÓMINOS OF PRILA BUILDING AT  
EL CONDADO, SAN JUAN, PUERTO RICO**

**The Party of the First Part:** The Mayagüez Campus of the University of Puerto Rico, Employer Identification Number ~~XXXXXXXXXX~~, represented by its Acting Chancellor, Dr. Jorge Rivera Santos, ~~whose office is located at the University of Puerto Rico, Mayagüez~~, is herein denominated as the party of the first part or **UPR-M**.

**The Party of the Second Part:** La Junta de Condóminos of Prila Building, Employer Identification Number ~~XXXXXXXXXX~~, who is represented by its President, Mrs. Isabel Figueroa Suárez, is herein denominated as the party of the second part or **JCPB**.

Both parties freely and voluntarily expound to the following:

As for, the Puerto Rico Strong Motion Program (PRSMF) under the Department of Civil Engineering and Surveying of the Engineering College, is a program of the University of Puerto Rico which is lead by a director.

As for, the PRSMF has the mission to minimize the fatalities and economic losses cause by an earthquake in the Puerto Rico region, through installations of seismic instrumentations in diverse type of soils and structures.

As for, any alteration to the construction codes has to be based in analytical studies, and sustained with experimental data like those obtained through seismic instrumentations.

As for, the execution of mission, the PRSMF has to collaborate with agencies, institutions, organizations and entities, either local, regional or international, wherever public or private, in provide quickly and assure data to the engineers experts, scientists as well to the general community.

**Therefore, the undersigned witnesses agree to the following:**

**Item 1  
Interpretation**

- 1. In this memorandum of understanding:
  - a. "MOU", means Memorandum of Understanding

*Handwritten signatures and initials:*  
J.R.S.  
Jame  
pe  
J.S.

- b. "UPR-M", means University of Puerto Rico at Mayagüez
- c. "PRSMMP", means Puerto Rico Strong Motion Program
- d. "JCPB", means Junta de Condóminos of Prila Building
- e. "parties", means both parts signing the MOU

2. The MOU will be subject to relevant Laws and Practices of the Commonwealth on the themes included.

**Item 2  
MOU Purposes**

- 1. The purpose of this MOU is to outline and describe the collaborating areas between parties in agreement for the common objective which is the seismic installation of the Prila Building, located at the corner of Kings Court St. and Dr. Ashford Ave. at El Condado, San Juan, Puerto Rico.
- 2. The instrumentation will be fully financed by the PRSMMP which receives its recurrence funds from the Legislature of Puerto Rico and are considered external funds from the UPR-M point of view. The estimated cost of the instrumentation is \$60,000. The instrumentation will be considered as UPR-M property, and preliminary it will consists of:
  - a) A 24-sensors Granite Data logger recorder from Kinemetrics, Inc. with Global Positioning System (GPS), including its cables and their respective wires.
  - b) Twenty four strong motion uniaxial sensors ES-U from Kinemetrics, Inc.
  - c) Eight electrical engineering junction boxes.
  - d) An *Etna* strong motion accelerograph from Kinemetrics, Inc. with GPS.
  - e) Instrumentation freight.

*J.S. Jaime*  
*JL*

*JS*

**Item 3  
Respective Responsibilities of Parties**

- 1. The PRSMMP of the UPR-M compromise itself to:
  - a. The whole installation of the seismic instrumentation which includes, among others, pipes, cables, sensors, GPS, data loggers and all the connections. The installation of the seismic instrumentation shall be at the complete satisfaction of the JCPB regarding the aesthetic features. At the same time, the installation shall be satisfactory to the PRSMMP from the scientific and economical point of view.
  - b. The maintenance and the management of the seismic instrumentation and related devices. Personnel of the PRSMMP will perform at least an annual visit to the building to provide regular maintenance. The PRSMMP will be responsible of the repairing of any malfunctioning equipment as long as the

money is available. The PRSMP will substitute any seismic device while the malfunctioning one is being repaired, if available.

- c. Prepare and deliver an initial report to the JCPB declaring the final layout of the seismic instrumentation, and establishing the initial fundamental period of vibration of the building.
- d. Inform to the JCPB about any significant seismic event registered, and about any significant change in the fundamental period of vibration detected by the seismic instruments.
- e. Give a quick notification to JCPB for any circumstance that could show up that will make impossible the satisfaction of terms in this MOU.

2. The JCPB compromise itself to:

- a. Provide to the PRSMP, previous to the installation of the seismic instrumentation, a readable copy of the soil study performed for the construction of the Prila Building.
- b. Provide to the PRSMP, previous to the installation of the seismic instrumentation, a readable copy of the original drawings of Prila Building that includes architectural, structures, mechanics, electrics and plumbing drawings.
- c. Provide a readable copy of the original drawings of any modification, rehabilitation or repair already performed to the building or in schedule for the building.
- d. Provide access to the authorize personnel of the PRSMP to the public areas of the building where the installation, operation and maintenance of the seismic instruments will take place.
- e. Also give access to the authorize personnel of the PRSMP to see the damages cause after occurred an earthquake or a strong motion. At least one person of the JCPB will go with personnel of the PRSMP for this type of visit.
- f. Under any circumstances the JCPB will not remove the seismic instrumentation. The seismic instrumentation will only be removed by authorized personnel of the PRSMP.
- g. Pay for the electrical current that the PRSMP consumes during the installation and maintenance of the seismic instrumentation as well as for the consumption of the electricity by the seismic instrumentation itself (which is estimated in about \$15/year).

- h. Provide either dial-up or internet communication for the seismic instrumentation, and pay for it.
- i. Notify in a short time to PRSMP for any circumstance that will make impossible terms satisfaction of this MOU.

**Item 4**  
**Valid, Amendments and Length of Time of MOU**

1. This MOU will be valid once it is signed by each party in the fourth page and the initials in the remaining pages.
2. The MOU could be amending by a written consent of each party, whether adding clauses to the MOU or through the exchange of letters.
3. This MOU has the intention of being for unlimited time. Even though, to have the best intention to be so, the JCPB does not have the permission to enter in a compromise longer than 15 years. Therefore, 15 years will be the length of time of valid of this MOU. It can be renewable by previous written consent of the parties.
4. None of the parties, their employees, agents or representatives will be responsible for any work done or not done with good will for achieve the objectives of this agreement or any other objective that would be agreed by both parties.
5. The license to install, operate and maintain the seismic instrumentation could be retired by the JCPB in any moment by a written notice to the PRSMP with at least thirty days advance.

*JRS.*  
*OC*

By the University of Puerto Rico  
at Mayagüez (UPRM)

By Junta de Condóminos of Prila Building

Jorge Rivera Santos, PhD  
Acting Chancellor *JRS*

Mrs. Isabel Figueroa Suárez  
President of the JCPB

Sign: *Jorge Rivera Santos*

Sign: *Isabel Figueroa - Suarez*

Date: 8 / abril / 11

Date: 3 / 17 / 2011

Vo. Bo. *Jorge Rivera Santos*  
6 de abril de 2011

Vo. Bo. *Jorge C. Martínez Hernández*  
6 de abril de 2011