

**MEMORANDUM OF UNDERSTANDING**

**THIS MEMORANDUM OF UNDERSTANDING** is made by and between the University of Puerto Rico at Mayaguez (The First Party), here represented by its Chancellor, John Fernández Van Cleve PhD,  
Segarra Irizarry and Carmen Ivelisse

(The Second Party).

**WHEREAS**, The First Party through the Mathematics Olympiads of Puerto Rico (OMPR) program is celebrating the XXX Olimpiada Iberoamericana de Matematicas (IBERO 2015). The IBERO 2015 is going to take place in Mayagüez, Puerto Rico from November 6<sup>th</sup> 2015 to November 14<sup>th</sup> 2015.

**WHEREAS**, The First Party is interested on inviting Carmen Ivelisse Segarra Irizarry, to participate as staff in the IBERO 2015.

**WHEREAS**, The First Party will cover travel expenses of The Second Party to participate in the IBERO 2015. This will be as follow: airline ticket (up to \$1,000), room and board in the hotel of the event (up to \$1,500). These expenses will be cover with funds from the CID account: 30270.017.000.XXXX.310.336990380101.00. The Second Party is expected to travel to Puerto Rico and participate in the IBERO 2015 as stated above.

*MADU*  
**NOW, THEREFORE**, in consideration of the mutual understanding set forth, the Parties do hereby mutually agree as follows. The Second Party will participate in the IBERO 2015.

**I. TERMS AND CONDITIONS**

- a. This agreement is effective from November 5th 2015 to November 15th, 2015.
  - b. Nothing in this Memorandum of Understanding shall obligate UPRM to any future expenditure.
- ck*

- c. If the SECOND PARTY incurs in negligence, unfulfillment (including but not limited to not attending IBERO 2015) or violation of any condition in this agreement or is found guilty of any violation of law against the national treasury, legal authority, or regarding state or federal government funds or property, the FIRST PARTY could immediately cancel this agreement and the SECOND PARTY will have to reimburse all sums of expenses incurred by the FIRST PARTY.
- d. The SECOND PARTY shall not use the name of the 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.
- e. The SECOND PARTY will be responsible of complying with the laws governing the Commonwealth of Puerto Rico and those of the United States of America, as well as the Laws and Rules and Regulations of the University of Puerto Rico.
- f. The SECOND PARTY accepts that he/she will not be able to commence rendering the services under this agreement until both the FIRST PARTY and the SECOND PARTY have signed and agreed to its terms. The SECOND PARTY will not be allowed to continue to offer its services once this agreement has terminated.
- g. MANAGEMENT OF STATE FUNDS CLAUSE. THE SECOND PARTY certifies that he/she has not been convicted for any crime or violation of law against the national treasury, legal authority, or regarding state or federal government funds or property pursuant to the terms stated in Puerto Rico public Law 458 of December 28, 2000. This condition is essential for granting the present agreement, if the preceding turns out to be incorrect; in whole or in part, it shall be sufficient cause for THE FIRST PARTY to cancel it unilaterally and will have to reimburse all sums of money received under the agreement to THE UNIVERSITY OF PUERTO RICO.

- h. This agreement will be rescinded if during its execution THE SECOND PARTY is found guilty for any violation of law against the national treasury, legal authority, or regarding state of federal government funds or property.
- i. 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 indemnization 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.
- j. LAW 127 OF MAY 31, 2004 CLAUSE No service shall be rendered or received based on the terms of this agreement 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.

## **II. MODIFICATION**

This Memorandum of Understanding may be modified only in writing by both parties. Modifications shall be incorporated by reference and made a part of this Memorandum of Understanding.

## **III. TERMINATION**

*MAR 20*  
This Memorandum of Understanding may be terminated at any time by written mutual agreement or upon 30 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. The courts of Puerto Rico retain jurisdiction.

## **IV. FORCE MAJEURE**

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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.

**V. GOVERNING LAW**

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

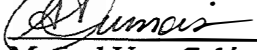
UNIVERSITY OF PUERTO RICO,  
MAYAGUEZ CAMPUS

John Fernández Van Cleve,  
Chancellor


or <sup>for</sup>  
UNIVERSITY OF PUERTO RICO,  
MAYAGUEZ CAMPUS

Date: 2-octubre-2015  
City: \_\_\_\_\_

Recommended by:

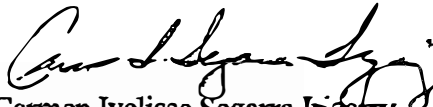
  
Marisol Vera Colón, PhD  
Director -R&D Center <sup>for</sup>

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

  
Luis F Cáceres PhD

Principal Investigator

Date: Sept 30/2015

  
Carmen Ivelisse Segarra Irizarry  
The Second Party

Date: Sept. 28, 2015

City: Wiloughby

