

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNIVERSITY OF PUERTO RICO AT MAYAGUEZ
AND
MANUFACTURING TECHNOLOGY SERVICES, Incorporated**

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, here represented by Dr. Zulma Toro Ramos, the Chancellor of UPRM, and Manufacturing Technology Services, Inc. (MTS), a corporation established and operating in Puerto Rico, here represented by its President, Luis Rivera Oyola.

WHEREAS, UPRM and MTS are aware that high quality education, training, research, development, knowledge dissemination, service, and outreach are the basis for the economic well being and development of Puerto Rico;

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WHEREAS, UPRM and MTS are concerned with issues of assessment and understanding, the advancement of knowledge, and the development of human resources as basic elements necessary for redressing economic underdevelopment;

WHEREAS, UPRM and MTS are interested in establishing close ties in research, design development, manufacturing and commercialization of electronic devices and the systems engineering thereof;

WHEREAS, UPRM and MTS 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 two institutions which share economic, and human development goals is highly desirable;


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 MTS in the areas of research, design development, manufacturing and commercialization, human development, education and instructional interchange, and interaction between the two institutions.

- b. This Memorandum of Understanding sets forth a basis for future agreements between UPRM and MTS to initiate and conduct a joint program to promote interdisciplinary communication, cooperation, and collaboration in understanding of electronics devices and systems design and development; to initiate and conduct a joint program for collecting, evaluating and sharing technology information in such electronics devices and systems; to seek funding from federal and state government sources, and to engage in the joint preparation of proposals for such funding; and to bring forth the manufacturing technology and commercialization process required to supplement technology.

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 MTS shall each appoint a program manager to be charged with implementing the terms of this Memorandum of Understanding. In the initial phases, all activities shall be coordinated by the Research and Development Center of UPRM, and by the office of the President of MTS. These initiatives will include, but not be limited to the following:

- a. Creation and operation of the Manufacturing Technology Services Design and Development Center (MTS D&D Center) at the incubator facilities operated by the University of Puerto Rico at Mayagüez, known as ViTeC.
- b. Collaboration of UPRM faculty and students with MTS D&D Center personnel .

III. SUPPLEMENTAL AGREEMENTS

This Memorandum of Understanding may be supplemented by agreements for specific projects signed by authorized representatives of UPRM and MTS. Each agreement shall specify: a.) Objectives; b.) Implementation plan; c) Responsibilities of each institution; d) Budget and source(s) of funding; e.) Timetables and evaluation criteria; f). Effective dates; g.) When applicable, the costs apportioned to each institution.

IV. OTHER TERMS AND CONDITIONS

- a. UPRM and MTS shall be responsible for their respective costs associated with the activities in this Memorandum of Understanding. Payment for costs associated with future agreements will be subject to negotiations between UPRM and MTS.
- b. Nothing in this Memorandum of Understanding shall obligate UPRM or MTS, individually or collectively, to any current or future expenditure of resources in advance of the availability of appropriations through their respective fiscal authorization procedures.

V. PERIOD OF AGREEMENT

This Memorandum of Understanding shall be effective immediately when signed by authorized representatives of both UPRM and MTS, 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 periods as mutually agreed upon by representatives of UPRM and MTS.

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VI. EQUAL OPPORTUNITY

UPRM and MTS 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 MTS 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 UPRM and MTS. Modifications shall be incorporated by reference and made a part of this Memorandum of Understanding.

VIII. TERMINATION

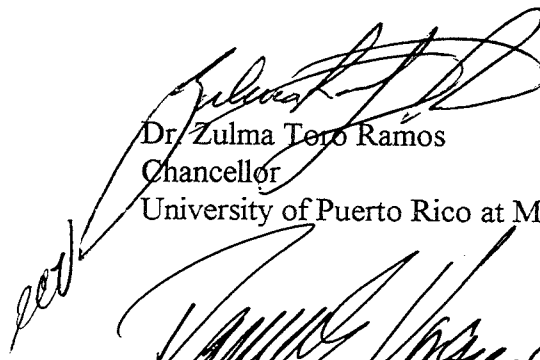
This Memorandum of Understanding may be terminated at any time by written mutual agreement or upon 90 days advance notice by either Party.


IX. SIGNATURES

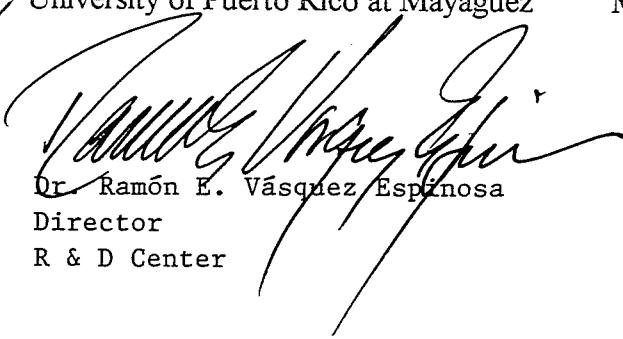
Signed in Mayaguez, Puerto Rico, on October 28, 1999.

UNIVERSITY OF PUERTO RICO
MAYAGUEZ

MANUFACTURING TECHNOLOGY
SERVICES


Dr. Zulma Toro Ramos
Chancellor
University of Puerto Rico at Mayaguez


Luis Rivera Oyola
President
Manufacturing Technology Services, Inc.


Dr. Ramón E. Vázquez Espinosa
Director
R & D Center