

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNIVERSITY OF PUERTO RICO AT MAYAGÜEZ
AND
PARTNERS FOR COMMUNITY, INC

THIS MEMORANDUM OF UNDERSTANDING is made by and between the University of Puerto Rico at Mayagüez (UPRM), here represented by Jorge Rivera Santos, Acting Chancellor, and Partners for Community, Inc a Not-for Profit Corporation, here represented by Heriberto Flores, Chairman/President/CEO.

WHEREAS, the University of Puerto Rico at Mayaguez, through its community outreach agency, namely the University Institute for Community Development (UICD), works hand in hand with low income and marginalized communities in Puerto Rico through many initiatives aimed at bettering the quality of life of the said population.

WHEREAS, Pfc has extensive experience in managing projects and programs that advance economic development and social issues of low-income communities and minority population of Massachusetts, US and Puerto Rico and its human resources has valuable experience managing environmental programs and projects.



WHEREAS, It is evident that both organizations have the know-how, the human resources and the commitment to jointly maximize the services that each ordinarily provide.



WHEREAS, collaboration between the two institutions will result in mutual benefit;

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

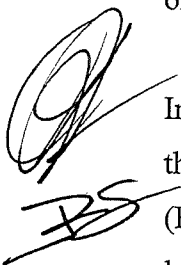
I. PURPOSE

- a. This Memorandum of Understanding is intended to facilitate interactions and cooperative initiatives between UPRM and PFC in the areas of economic development, environmental and social advancement activities.
- b. This Memorandum of Understanding sets forth a basis for future agreements between UPRM and PFC to initiate and conduct projects and programs that address said issues.

II. IMPLEMENTATION

The intent of this Memorandum of Understanding shall be implemented by collaborative planning for both present and future initiatives. These initiatives will be inherently defined by the specific guidelines that the funding source will require (be it state or federal agencies, foundations, among others) and the consensus agreement between both parties.

Both parties will subsequently assess their current and future initiatives in order to identify potential synergies that the parties may have in order to maximize the services that each ordinarily provide.



In the immediate future and for our first joint initiative together, PFC and the UICD will evaluate the possibility of joining efforts, under funding from the Environmental Protection Agency (EPA), in order to establish a grass roots based environmental partnership network comprised of local governmental agencies, communities that are negatively impacted in their environment, local NGOs and the local business sector in the Porta del Sol region (western region of Puerto Rico). The partnership's main purpose will be to help marginalized communities identify potential toxic exposure sources, prioritize the various threats they may face and find possible solutions in order to try to minimize the negative impact these threats may have on their communities.

III. SUPPLEMENTAL AGREEMENTS

This Memorandum of Understanding may be supplemented by agreements for specific projects by authorized representatives of UPRM and PFC. Each agreement shall specify: a) Objectives; b)

Implementation plan; c) Responsibilities of each institution; d) Budget and funding sources; e) Timetables and evaluation criteria; f) Non-disclosure and confidentiality agreements and; g) When applicable, the costs apportioned to each institution.

The relationship of the parties to this agreement shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.

IV. OTHER TERMS AND CONDITIONS

- a. UPRM and Pfc 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 UPRM and Pfc.
- b. Nothing in this Memorandum of Understanding shall obligate UPRM and Pfc 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 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.
- d. 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.
- e. 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.

- f. 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.

V. PERIOD OF AGREEMENT

This Memorandum of Understanding shall be effective when signed by authorized representatives of both UPRM and Pfc, and registered at the P.R. Comptroller Office. This Memorandum shall remain in force for 12 months unless, terminated according to the provisions of paragraph VIII below. This Memorandum of Understanding can be renewable in writing for additional time period as mutually agreed upon by representatives of UPRM and Pfc.

VI. EQUAL OPPORTUNITY

UPRM and Pfc 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 Pfc shall abide by these principles in the administration of this Memorandum of Understanding, and neither entity nor 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 Pfc. 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.


IX. FORCE MAJEURE

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 labour 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.

X. GOVERNING LAW

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

Heriberto Flores
Chairman/President/CEO
Partners for Community, Inc.



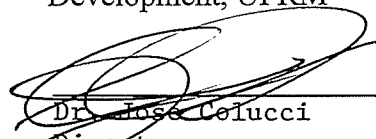
Dr. Jorge Rivera Santos
Acting Chancellor
University of Puerto Rico at Mayaguez *for HE*

With the recommendation of:

Date

Luis E. Valderrama Rivera
Vice-President / PR Operations
Partners for Community, Inc.

Luisa Seijo-Maldonado
Director
University Institute for Community
Development, UPRM



Dr. Jose Colucci
Director
UPRM R&D Center