# MEMORANDUM OF UNDERSTANDING
## BETWEEN THE
## UNIVERSITY OF PUERTO RICO AT MAYAGUEZ
### AND
## TECNIUM CORPORATION

THIS MEMORANDUM OF UNDERSTANDING is made by and between the University of Puerto Rico at Mayagüez (UPRM), a land-grant public institution of higher learning located in the Commonwealth of Puerto Rico, here represented by Dr. Jorge L. Vélez Arocho, the Chancellor of UPRM, and Tecnium Corporation (Tecnium), a corporation established and operating in Puerto Rico, here represented by its President, Julio C. Cajigas Jiménez.

WHEREAS, UPRM and TECNIUM 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;

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

WHEREAS, UPRM and TECNIUM 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 TECNIUM 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 TECNIUM 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 TECNIUM 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 Business Administration Department of UPRM, and by the office of the President of TECNIUM. These initiatives will include, but not be limited to the following:

a. Support of the Students Entrepreneurs Association and Computer Engineering Association
b. Collaboration of UPRM faculty and students with TECNIUM projects regarding to Computing Information Science and Engineering and Business Administration.

## III. SUPPLEMENTAL AGREEMENTS

This Memorandum of Understanding may be supplemented by agreements for specific projects signed by authorized representatives of UPRM and TECNIUM. 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 TECNIUM 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 TECNIUM.

b. Nothing in this Memorandum of Understanding shall obligate UPRM or TECNIUM, 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 TECNIUM, 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 TECNIUM.

## VI. EQUAL OPPORTUNITY

UPRM and TECNIUM 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 TECNIUM 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 TECNIUM. Modifications shall be incorporated by reference and made a part of this Memorandum of Understanding.
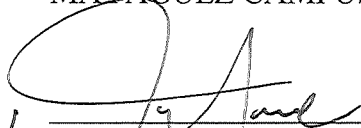
## VIII. TERMINATION

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 *September 17, 2002*


UNIVERSITY OF PUERTO RICO      TECNIUM CORPORATION
MAYAGUEZ CAMPUS


Dr. Jorge L. Vélez Arocho      Julio C. Cajigas Jiménez
Chancellor      President
University of Puerto Rico      Tecnium Corporation
Mayagüez Campus