

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made on the day 23 of Oct., 2014.

BETWEEN

University of Puerto Rico - Mayaguez, Chemical Sensors Development Center and the Chemical Imaging Center/ALERT-DHS-COE, represented by its Chancellor Dr. John Fernández van Cleve,

in exercise of the duties and powers conferred upon him by the Law of the University of Puerto Rico, established by University Rules and regulations, approved January 20, 1966 (hereinafter referred to as UPRM)

AND

Universidad Metropolitana, represented by its Chancellor Carlos M. Padín Bibiloni, of

having its registered office at PO Box 21150 San Juan, PR 00928-1150 (hereinafter referred to as "UMET")

(hereinafter jointly referred to as "the Parties" and singularly as "Party".)

RECITALS

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- A. Universidad Metropolitana (UMET) is a Hispanic Serving Institution located in San Juan, Puerto Rico with a total enrollment of 13,195 students (2013) in all of its programs. UMET's science, technology, engineering and technology (STEM) development goals include increased student research internships, faculty development, increased faculty research and initiatives with industry, and expansion of academic opportunities and research in the area of nanotechnology and materials research.
 - B. The Center for Chemical Sensors Development (CCSD) and the Chemical Imaging Center (CIC) are Research, Development, Education and Training centralized facilities in the Department of Chemistry of the University of Puerto Rico-Mayaguez (UPRM). Main thrust areas of research and education includes small-print to nanoscale chemical sensors, although a wide variety of other chemical and physical sensing modalities are also used. The primary goal is to provide undergraduate and graduate students with the best education and training so that they may become skilled scientists and engineers.
 - C. The Parties intend to share information and construct collaborations regarding sponsored research opportunities in nanotechnology and materials research.
 - D. This Memorandum of Understanding ("MOU") sets out the understanding between the Parties in which this co-operation and collaboration effort will be carried out.

NOW IT IS HEREBY AGREED as follows:-

ARTICLE 1 AREAS OF COOPERATION

To facilitate this process of collaboration and the dissemination of information between the Parties they agree:

- 1.1 To share information that can lead to the submission of proposals with faculty from both institutions;
- 1.2 To provide for leadership to strengthen this collaboration;
- 1.3 To seek out potential opportunities for student internships at the sites of either parties;
- 1.4 Additional collaborative projects, as developed by joint faculty teams.
- 1.5 Specific details of the above projects and required resources will be worked out through mutual consultation and shall be entered into through separately negotiated agreements and proposals and upon terms and conditions to be agreed between the said parties.

ARTICLE 2 ARRANGEMENTS

- 2.1 To promote the activities contemplated under this MOU, representatives of the Parties may meet periodically to identify potential collaboration activities and projects.
- 2.2 Both parties will make the necessary provisions to support its staff or students to visit each other's campuses to pursue collaborative activities relevant to this MOU. Selections of relevant visiting staff and allocation of resources will be subjected to the mutual agreement of both Parties.
- 2.3 Where any such potential research and collaboration activities or projects are identified, the relevant Parties will then negotiate and conclude specific project agreements which will set out the terms and conditions applicable to the said activity or project including but not limited to terms relating to the scope of work, time-frame, contributions by the respective parties in terms of funding, manpower deployment, access to facilities and laboratory use, material, equipment, intellectual property and know-how contributions and apportionment of rights in any intellectual property created, developed or otherwise arising out of the activity or project.

ARTICLE 3 REGULATIONS

The parties agree that all activities undertaken hereunder shall comply with all applicable laws and the regulations of policies of the parties.

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**ARTICLE 4
CONFIDENTIALITY AND NONDISCLOSURE**

4.1 "Confidential Information" shall mean any and all information, data and experience, designs, memoranda, models, prototypes, software, codes, concepts, equipment and/or other material whether of scientific, technical commercial, financial or other nature, furnished to or obtained by a Party from the other Party in written or other tangible form clearly marked "Confidential" or from oral communications. Information communicated orally shall only be considered as Confidential Information if confirmed in writing within thirty (30) days of such oral communications.

Each Party agrees to treat the confidential Information of the other party as strictly confidential and not to disclose it to any third party for any purpose whatsoever and not make use of the Confidential Information or any part thereof other than for the purpose for which it was disclosed and to treat it with at least the same care and in the same manner as its own secret and valuable information. The receiving party shall ensure that the employees to whom Confidential Information is disclosed covenant to keep such information confidential to the extent that the receiving party is bound by this MOU and that such covenants on the part of the employees are strictly observed.

4.2 The provision of clause 4.1 above shall not apply to any:-

4.2.1 information which is or was already known to the receiving party at time of disclosure to it, or

4.2.2 information which after disclosure to the receiving party under this MOU is published or otherwise generally available to the public otherwise than through any act, default or omission by the receiving party of its obligations hereunder, or

4.2.3 information which can be established by tangible evidence was independently developed by the receiving party without the use of or reference to the disclosing party's Confidential Information; or

4.2.4 information, which is required to be disclosed to governmental or regulatory bodies or to a court of competent jurisdiction pursuant to any written law.

**ARTICLE 5
REPRESENTATION TO THE PUBLIC**

Neither Party shall identify and represent the MOU to the public in written publications, advertisements and mailing or by oral presentations without the prior written consents of the other Party, such consent not to be unreasonable withheld. All such publicity and press releases are subject to approval by all Parties (such approval not to be unreasonably withheld). Notwithstanding the foregoing, the Parties shall be entitled to disclose the fact that it has signed this MOU to the other parties.

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**ARTICLE 6
AMENDMENTS**

This MOU may be amended and supplemented in writing at any time as decided and agreed by mutual written consent of the Parties.

**ARTICLE 7
TERM OF MOU**

- 7.1 This MOU shall commence on the Effective Date and shall remain in force for a period of two (2) years. After the initial two (2) year period, this MOU may be renewed by written agreement of the Parties upon terms and conditions to be agreed.
- 7.2 This MOU may be terminated by either Party giving to the other Party one (1) month's notice in writing.
- 7.3 A Party may terminate this MOU if the other Party commits a material breach of the terms hereof and fails to remedy such breach within thirty (30) days of written notice from the other Party requiring it to do so.
- 7.4 The termination of this MOU shall not affect the implementation of any project established under it prior to such termination. The Parties shall work together to ensure that all outstanding work or issues be completed or brought to a mutually agreeable completion in an orderly and timely manner.

**ARTICLE 8
NON-BINDING NATURE OF THIS MOU**

Neither Party will incur nor be bound to any legal obligations or expense hereunder to the other Party until and unless definitive agreements have been negotiated, approved by the necessary management levels of each Party and executed and delivered by authorized representatives of both Parties.

**ARTICLE 9
NOTICE**

Notices and communications will be addressed to the party to receive such notice or communications at the address given below, or such other address as may hereafter be designated by notice in writing:

If to UMET: Dr. Carlos M. Padin
Chancellor
Phone: (787) 766-1717 Ext. 6400
E-mail: cpadin@suagm.edu

If to **Chemical Sensors Development Center and the Chemical Imaging Center / ALERT-DHS-COE, University of Puerto Rico – Mayaguez:**

Dr. Samuel P. Hernández Rivera
Director
Phone: (787) 265-5404 / (787) 833-5839
E-mail: samuel.hernandez3@upr.edu

ARTICLE 10 GENERAL

1) Nothing in this MOU shall be deemed or implied to create a joint venture or any kind between the Parties. In performing activities under this Memorandum of Understanding, UMET shall be considered as an independent contractor and shall not be entitled to any benefits applicable to employees of UPRM. Employees of UMET shall not be considered as employees of UPRM. Nothing in this Memorandum of Understanding will be deemed to create an employer-employee or principal-agent relationship between UPRM and UMET employees, consultants, agents or independent contractors.

2) No Party shall have the right to contract on behalf of or bind the other Party or make any commitment, representation or warranty for or on behalf of the other Party.

3) 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 Memorandum of Understanding 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.

4) 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.

5) 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 Memorandum of Understanding. Additionally, this agreement shall not be construed to limit the sovereign immunity of the Government of Puerto Rico and the University of Puerto Rico.

6) 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 Memorandum of Understanding.

7) This Memorandum of Understanding shall be constructed and governed under the laws and regulations of the Commonwealth of Puerto Rico.

8) LAW 127 OF MAY 31, 2004 CLAUSE- No service shall be rendered or received based on the terms of this Memorandum of Understanding 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.

IN WITNESS WHEREOF the Parties hereto have caused this MOU to be duly executed and the day and year first above-mentioned.

Universidad Metropolitana (UMET)

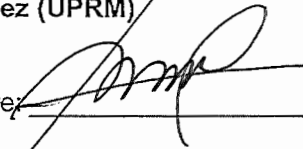
Signature: 

Name: Carlos M. Padín Bibiloni, Ph.D.

Title: Chancellor

Date: _____

**University of Puerto Rico –
Mayagüez (UPRM)**


Signature:  *file*

Name: John Fernández van Cleve,
Ph.D.


Title: Chancellor

Date: October 23, 2014

Recommended by:



Samuel P. Hernández Rivera, PhD
Director
CSDC



Marisol Vera Colón, PhD
Director *file*
Research and Development Center