

REGISTRO DE CONTRATOS

TOMO 28 PÁGINA 42
CONTRATO NUM. 2019-000212

CCSU19-84

**GENERAL COLLABORATION AGREEMENT
BETWEEN
THE UNIVERSITY OF PUERTO RICO, MAYAGÜEZ CAMPUS
AND
THE CENTRAL CONNECTICUT STATE UNIVERSITY**

ON THE FIRST PART: The UNIVERSITY OF PUERTO RICO, MAYAGÜEZ CAMPUS, an institutional unit of the University of Puerto Rico, a Public Corporation created by Puerto Rico Public Law Number 1 of January 20, 1966, as amended, represented by its Acting Chancellor, Wilma Santiago Gabrielini

who appears herein duly authorized by the President of the University of Puerto Rico, Dr. Jorge Haddock Acevedo, and hereinafter referred to as UPRM.

ON THE SECOND PART: The CENTRAL CONNECTICUT STATE UNIVERSITY, a constituent unit of the State of Connecticut System of Higher Education, and represented by its President, Zulma R. Toro,

Connecticut, duly authorized by Connecticut General Statutes §§ 10a-6, 10a-1b, 4a-52a, and/or 10a-151b to enter into agreements pursuant to its mission, hereinafter referred to as CCSU.

Both UPRM and CCSU are herein individuals referred to as a "Party", "Institution", "University", and collectively referred to as the "Parties", "Institutions" and/or "Universities".

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That they are autonomous institutions of higher education, comprised of a community of professors, students, and administrative personnel who are dedicated to teaching, research, social action, study, analysis, artistic creation, and the dissemination of knowledge.

That within the framework of this General Agreement for Academic Collaboration and Exchange into which the University of Puerto Rico and the Central Connecticut State University, institutions of higher education, have entered, they wish to establish a specific foundation of which to encourage academic, scientific, and cultural experiences among professors, students, and administrative personnel.

To that effect, the two institutions have decided to enter into a General Academic, Scientific, and Cultural Agreement in accordance with the following clauses:

I. GENERAL PROVISIONS

ONE. CCSU and UPRM, through their combined efforts, will work to enhance their scientific and academic collaboration in order to create a favorable environment in which education, research, and extension programs may be developed in those areas in which they share a clear interest.

TWO. CCSU and UPRM will establish the creation of specific projects as a regular means of collaboration. Said projects will specify goals, objectives, human and financial resources as well as their sources, and means for follow up and evaluation, in order to assure their execution.

THREE. Cooperation between the two universities will be established specifically in the following areas:

1. Professor and student exchanges
2. Organization of seminars, lecture series, and exchange of knowledge
3. Exchange of books, publications and information
4. Exchange of findings and experiences in specific fields of research and the training of research personnel
5. Cultural exchange activities
6. Professional development activities for professors from both institutions, through sabbatical leaves and other types of leaves

(If any of the aforementioned activities is selected, the terms and particular economic conditions that are desired must be clearly established and agreed upon in writing by both institutions prior to the initiation of the particular program and/or activity, e.g. financial support, stay, housing, etc.)

FOUR. For the purpose of administering this Agreement and establishing specific arrangements for each program to be subjected to, the parties will carry out the following steps:

1. Each university will have a coordinator or coordinating committee responsible for the definition and organization of the specific Agreements between both universities. In case of the creation of a coordinating committee, this body will be composed of at least two representatives from each of the signatory institutions.
 2. Both parties will, by mutual agreement, meet periodically in order to create proposals for practical activities of collaboration.
 3. Any communication related to this Framework Agreement will be referred to, in writing by registered mail with an acknowledgement of receipt, by fax or e-mail with an acknowledgement of receipt to the interested party as indicated here, and be received effectively through any of these methods.
- When the addressee is the UPRM, address to:
Name of Government Official: Dr. Genock Portela
Office: 204A
Mailing Address: Call Box 9000, Mayagüez, PR 00681
E-mail #1: genock.portela@upr.edu
E-mail #2: migdalia.millan@upr.edu
 - When the addressee is CCSU, address to:
Name of Government Official: Richard Piotrowski, Manager Contract Compliance & Procurement Services
Office: Contract Compliance & Procurement Services
Mailing Address: 1615 Stanley, Street, New Britain, CT 06050
E-mail: PlotrowskiR@ccsu.edu

When the Communication is related to a Specific Agreement as under this Framework Agreement, it will be referred to, by the aforementioned means, the superior authorities at UPRM as well as those of CCSU, and to the corresponding Dean or Director of the department or college subjected to that particular Specific Agreement. In these instances,

contact information will be provided at the moment of signing the Specific Agreement in question.

A notification will be considered as received when: (1) the time of delivery if handed in personally; (2) within 5 working days following the date of delivery if registered by mail with an acknowledgement of receipt; (3) at the time of the transmission if by fax, on the condition that the machine can generate a record of it, that the number it is sent to is correct and that every page of the delivery is transmitted; (4) at the time of delivery, if by electronic postage, as long as the recipient confirms it has been received.

A "WORKING DAY" will be defined as any day that is not a Saturday, Sunday, or a day in which it is authorized or required by Law to close the offices of the party to whom this communication is addressed.

II. ASPECTS INVOLVING FACULTY

FIVE. This agreement establishes the basis of exchanges of faculty from both institutions which will be carried out with the purpose of strengthening theoretical as well as practical knowledge in fields of study or any other common area.

SIX. Both parties declare that any such exchanges will be governed by the following stipulations:

1. Each of the parties will name the professors who wish to participate in this Exchange Program, and these will be selected in accordance with the procedures and requirements established by each of the signatory universities.
2. The period of the exchange will be established according to the academic project.
3. Participating professors will cover their own expenses for travel, housing, food, and local transportation during their stay, in order to carry out the projected work, unless such expenses are included in a grant or stipend. The host university will provide orientation and assistance regarding transportation, housing and food.
4. Should the host university employ the services of a visiting professor for teaching or administrative purposes, that professor must be paid at the same rate as that institution's regular employees. The host university must also inform the university of origin of such assignments so that it may comply with any applicable regulations.
5. The number of participating professors will be determined by the number of participating departments or by only Specific Agreement that may be established under the requirements of this Agreement.
6. When exchanges of research personnel are to be made, preference will be given to researchers who are able to work with persons or groups from the host institution on specific projects, for which appropriate programs will be developed. The contracting institutions will provide the research personnel with all the necessary facilities for carrying out their assigned tasks.
7. Any publications related to research projects performed within the framework of this Agreement will be approved by the appropriate bodies of both universities and should state that the work was made possible by this Agreement. The ownership of the intellectual property or research findings will be established according to the regulations that govern these matters in each university. If the intellectual property or research findings are a product of a joint effort, both parties will share ownership

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of all rights. At all times, both parties will acknowledge the right of the researchers to sign as authors all documents to which they have a legal right.

8. Specific collaboration agreements will include whatever stipulations are necessary to regulate matters pertaining to intellectual property which could result from the joint activity of the signing parties. This applies particularly to patents, invention certificates, model registries, trademarks, as well as other similar and/or analogous items derived from research endeavors.

9. The host university will reserve the right of making final judgement on the participation of each exchange faculty.

10. Sabbatical leaves granted to UPRM and CCSU personnel under this Agreement, will be subjected to the relevant regulatory provisions and precautionary measures established by the competent authorities of the institution.

III. STUDENT EXCHANGES

SEVEN. This agreement establishes the foundations, detailed below, of both undergraduate and graduate student exchanges which will be carried out, including assistantships and internships, for the purpose of enhancing their academic preparation.

A. SELECTION OF STUDENTS

1. Each institution will select students to participate in the Exchange Program according to the procedures and requirements established by the host institution, and will send their records, including certification of current programs of study, academic references, and their preliminary course selection.

2. The universities can annually exchange the number of students they consider convenient. Students may be from any discipline.

3. Each student must have an academic record that reflects, in the case of students from the UPRM an academic performance grade point average (GPA) of at least 3.0 and in the case of students from CCSU an achievement level of 3.0 on the scale used to measure the academic achievement of students in said institution.

4. The host university will reserve the right of making final judgement on the admissibility of each exchange student.

B. STUDY PROGRAM AND COURSE EQUIVALENT

1. The universities will develop a system of credit equivalent to accommodate participating students.

2. The duration of student exchanges will conform to the academic calendar of each institution and may be for one semester, one full academic year or a shorter period of time when so established by the academic program, by previous agreement between both institutions.

3. The agreements for the exchange of students must establish the relationship between the courses taken by students from the UPRM and CCSU, the requirements of their degree, and the criteria for their selection, equivalency, and authorization, as well as identifying the official who is specifically responsible of authorizing the registration of said courses.

C. FINANCIAL ASPECTS

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1. Travel expenses will be the responsibility of the student, unless otherwise stated in the Specific Agreement.
2. Lodging expenses will solely be the responsibility of the student and may be paid with personal resources, scholarships or other moneys obtained from either national or international foundations.
3. Registration expenses are the responsibility of the student at the host or origin university according to what is established in UPR Board of Governors Certification 23 (2011-2012). Each exchange student will pay the regular tuition and/or fees at his/her home Institution before s/he departs from the home institution to participate in the exchange program. All other costs, including but not limited to housing, meals, sports, key/room deposits, and books shall be the full and sole responsibility of each exchange student program participant.
4. Health(medical), accident and repatriation insurance coverage is required of all participants in the exchange program. Proof of insurance coverage must be provided by each exchange student.
5. Both universities will encourage the awarding of scholarships, assistantships or tuition exemptions to qualifying students.

D. STUDENTS RIGHTS AND RESPONSIBILITIES

1. The students who have been selected will have the same rights and responsibilities that the host university envisions for its own students; they must accept and adhere to the rules and regulations of the university and are subject to whatever sanctions may be imposed in the event of failure to comply. In such cases, the university of origin will be informed.
2. Exchange students will receive those services available and customary to regular students at the host university.
3. Upon completing their stay with the host university, students participating in the exchange must return to the university of origin to continue their academic program. As a general rule, students may participate only once in the student exchange program.

E. INSTITUTION'S DUTIES and OBLIGATIONS

Participating Institution's will have the following duties and obligations:

1. To take care to promote and enroll, and up to the agreed number, only participating students that comply with the requirements of the Exchange Program.
2. To review all applications, before sending them to the host Institution, and to forward the academic file of the participating student that is selected for the Exchange by the Institution of Origin.
3. To verify that it only enrolls, into the Exchange Program, Participants to whom the courses taken will be accepted and accredited toward the academic degree they have in progress in their Institution of Origin.
4. To provide to the Hosting Institution all the details related to the arrival of the participating students.
5. To provide the Host Institution, at least 60 days before the agreed upon date for beginning of the Exchange Program courses, the following information of the exchange participant: name, nationality, passport number and expiration date, visa

number and expiration date, physical and postal address, emergency contact information of the participant parents or legal guardians.

6. To verify that each Exchange Participant has adequate medical insurance, including medical evacuation, and repatriation coverage, and that the same that complies with the Hosting Institution's requirements; under no circumstances will the Hosting Institution accept or be liable for any charges relating to accidents, health conditions, medical evacuation or repatriation of the Exchange Program participant.

7. To verify at the end of each semester, that the coordinator in charge of the exchange students will send his or her counterpart at the university of origin an official transcript of the credits and grades obtained by each exchange student, so that these may be duly credited. This service will not convey additional costs to the student or the University of Origin.

IV. FINAL PROVISIONS

1. **Effective Dates clause:** This Agreement will remain in effect for 5 years from the date signed by both parties; should the signing take place separately; the term will begin on the date of the last signature.
2. **Renovation clause:** This Agreement may be renewed, expanded, and/or modified at the request of the parties by mutual agreement, if so, in writing, at least six (6) months prior to such intended action. The request for renewal, modification, and/or expansion will be presented to the Chancellor or President of the university, as applicable. The request must be accompanied by an evaluation of the execution of the present Agreement. If the present Agreement is not renewed, expanded, or modified, both parties are committed to the completion of activities in progress. The expiration of the Agreement will not affect the development and completion of the programs, projects, or activities that are still in progress.
3. **Resolution clause:** Either party may rescind the present agreement by notifying thirty (30) days prior to the date of the rescission. One party may immediately cancel the agreement without prior notice upon the other party committing negligence, non-compliance or violation of a condition of the present Agreement.
4. **Exclusivity of the Written Agreement.** This document includes all the agreements and obligations agreed between the parties to this Agreement, any expression representation or verbal agreement is hereby annulled and discarded. Any action in contravention of what is expressed herein will be null and voided and will not create any obligation of any kind between the institutions or towards any third party interested in acting or benefiting from a modification prior to its incorporation in writing within the terms of this Agreement.

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For any modification, alteration, or expansion of this Agreement to be valid, it must be in written form and authorized by the signatory parties prior to the execution of the agreement or obligation to be included for the first time in the terms of this Agreement. Any actions contrary to what is stated herein shall be null and will not result in any kind of obligation between the institutions or toward any third-party interested in acting upon or benefiting from a modification, prior to its inclusion in writing within the terms of this Agreement.

5. **Protection of names and Logos clause:** The parties reserve the right over the name of stamps, logos, seals, or any other distinctive symbol pertaining to the Institution and, in general, over the intellectual and industrial property rights, without prejudice to how it may be used in the future by the parties, for every

specific agreement, and by previous mutual agreement in written form. The logo of both parties must be included in all advertising related to any of the activities sanctioned by the present Framework Agreement. The use of logos and, in general, industrial property rights of each party will always be conducted with the previous authorization of their respective owners. The trademark, logo or identifying symbol of both parties will be utilized exclusively in the version exchanged between them; alterations of color, shape or graphic symbols are not permitted. Any alteration of logos without previous authorization will constitute a violation of the ownership rights of the trademark. Both institutions agree to inform each other of the advertisement media in which any of the parties utilizes the trademark or logo of the other.

6. **Intellectual Property clause:** Furthermore, specific collaboration agreements will include whatever stipulations are necessary to regulate matters pertaining to intellectual property that results from the joint activity of the parties. This applies particularly to patents, invention certificates, model registries, trademarks, as well as other similar and/or analogous items that may derive from the research endeavors. The parties agree that the intellectual property rights to be used in the registration of common rights, will pertain to the place in which the object or process to be registered is executed, or where over 50 percent of the work for the development of the object or process that is to be registered is performed. However, unless an agreement is made to the contrary, any registration will bear the name of both institutions and the name of any third-party that participates in the undertaking that gives rise to the object or process to be registered, unless its internal regulations determine otherwise. *In regards to Research Projects*, each party agrees not to disseminate, in any way, the scientific techniques or information used in the development of the research projects undertaken. The data and reports obtained from the joint projects, as well as the final results will be confidential. When one of the parties wishes to utilize the partial or final results, in part or in full, *of research* for its publication as an article, conference, etc., they must request the written consent of the other party a registered letter addressed to the person responsible for overseeing the project. *The parties agree that the authorizations shall be granted liberally as long as the publication solicited does not affect the development of the research project(s) associated with the request.* The name of the author(s) of the work will always be present in whatever method is selected to publish the project. In regards to patents, they will be considered inventors. In every case, special reference will be made to this agreement.

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7. **Personal Information Protection clause:** BOTH PARTIES certify compliance with Law # 187, approved on the 1st of September, 2006, guaranteeing all citizens and public servants the non-disclosure of their social security numbers on identifications, documents of general circulation or on any document or material visible to third parties, nor will use such numbers as a case number, account, complaint or other public document. BOTH PARTIES acknowledge the private nature of a social security number and is committed not to divulge it.

8. **Family Educational Rights and Privacy Act (FERPA).** In all respects, each Party shall comply with the provisions of the Family Educational Rights and Privacy Act (FERPA). For purposes of this contract, FERPA includes any amendments or other relevant provisions of federal law, as well as all requirements of Chapter 99 of Title 34 of the Code of Federal Regulations, as amended from time to time. Nothing in this agreement may be construed to allow the parties to maintain, use, disclose or share student information in a manner not allowed by federal law or regulation or by this contract. Each Party agrees that it shall not provide any student information obtained under this contract to any party ineligible to receive

data protected by FERPA. This section shall survive the termination, cancellation or expiration of the contract.

9. **Dispute Resolution clause:** The parties declare that they sign this agreement and agree to its stipulations in good faith; and by that good faith they commit themselves to all actions that will ensure its fulfillment. Should there arise a discrepancy in interpretation, it will be resolved by the mutual consent of the parties in the same spirit which led them to sign it.
10. **Waiver:** In recognition that participation in the exchange program is voluntary and that there are certain inherent risks which the exchange student must assume, the exchange students will be required to sign a waiver releasing CCSU and UPRM from all risks associated with study abroad, including but not limited to, responsibility for damage to or loss of property, personal illness or injury and death while the exchange student is a participant in the program.
11. **Finance Aspects:** THE PARTIES accept and acknowledge that in the event that they can promote accords under this Agreement, that are aimed at co-financing or obtaining sources of funding from qualified national or international bodies concerned with academic and scientific cooperation, this is dependent upon the established laws and regulations governing this type of financial cooperation that are applicable to the UPRM and CCSU.
12. **Non-Discrimination Clause:** Each party agrees not to discriminate against any person on the basis of race, color, political or religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, social status, status as a military veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such party that such disability prevents performance of the work involved. Each party agrees to comply with all applicable federal and state nondiscrimination and affirmative action laws.
13. **Documents conservation:** The two parties are committed to maintaining records of all reports, timesheets for jobs or assistantships, and all other documents related to the services discussed in this Agreement, so they can be available for examination or copied by the Office of Internal Auditors of the University of Puerto Rico, by a firm of third-party auditors hired by the University of Puerto Rico, or by the Office of the Comptroller of Puerto Rico in its auditing of this institution. 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 abovementioned investigation has been made, whichever occurs first.
14. **Release clause:** Each of the parties consent to exempt and exonerate the other party from responsibility in the case of any judicial or extrajudicial claim, and to provide compensation 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 occur totally or partially while this Agreement is in effect.
15. **No Workforce Relation clause:** The conditions stated in this General Collaboration Agreement, and in any Specific Agreement derived here from, will

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always be of an administrative nature, and under no circumstance will employment rights or obligation will be deemed to arise regarding any person, whether it be a faculty member or an exchange student, and who may participate in any of the projects or exchange programs developed under this Agreement.

No activity or program arising from this Agreement will be deemed to create any agency, partnership or joint venture between THE PARTIES, it being understood that each Party is performing services and fulfilling its obligations hereunder as an independent contractor of the other Party.

Neither Party will have any right or authority to contract or otherwise create any obligation or responsibility, express or implied, in the name of or on behalf of the other Party, except as explicitly provided herein.

16. **Law 127 of 2004.** Both Parties accept and stipulate that pursuant to Law 127 of May 31, 2004 no benefit or consideration subject to this contract may be required until it has been presented for registration in the Office of the Comptroller of Puerto Rico in accordance with the provisions of Law 18 of October 30, 1975, as amended. The University of Puerto Rico has 30 days after the last signature to register this document on the controller office.

17. **Law 2 of January 4, 2018, Anticorruption Code for a New Puerto Rico.** Both parties state that no UPRM employee or official has a pecuniary interest, direct or indirect in the granting of this agreement. Similarly, the official who represents the UPRM in this act certify that it has no type of pecuniary interest in carrying it out. Both parties accept that they know and act in accordance with the ethical standards of their profession and under these, assume responsibility for their actions.

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18. **CONFLICTS OF INTEREST.** What is agreed here does not limit the ability of THE PARTIES to freely exercise their profession, or to carry out lawful business and ensure that they do not have INTERESTS FOUND or CONFLICTS OF INTEREST.

19. The parties agree not to assign this contract without the written consent of the other party. (The consent shall be made as an amendment or as a new contract).

20. The parties declare that they sign this agreement and consent to its stipulations in good faith; and by that good faith they commit themselves to all actions that will ensure its fulfillment.

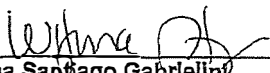
21. The parties state that they will comply with and are expressly obligated to abide by the corresponding national legislations of each part on Personal Data Protection, and agree to the proper use of any information of that nature obtained as a result of the development of the present agreement. Therefore, both parties accept that the personal data of this agreement may be included in their ownership files with the sole purpose of managing this agreement appropriately. The rights of access, rectification, cancellation and opposition may be exercised within the established terms in the corresponding national legislations.

22. Any academic activity, or scientific event with an interest in the participation of students or faculty from each of the signatory institutions, will be scheduled in a way that allows the host institution to obtain, if required by the applicable

legislation, the pertinent authorizations from the competent authority in order to participate in said activities.

Having read this document and made aware of the content and scope of each of its clauses, and having indicated that in its formalization there is no fraudulent intent, bad faith, or any other defect that might invalidate the agreement, the parties sign their consent, each keeping two (2) copies.

UNIVERSITY OF PUERTO RICO
MAYAGÜEZ CAMPUS

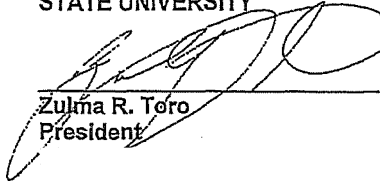


Wilma Santiago Gabriellín
Acting Chancellor

Mailing Address
P.O. Box 9000
Mayagüez, PR 00681-9000

In PR
On March 8, 2019.

CENTRAL CONNECTICUT
STATE UNIVERSITY



Zulma R. Toro
President

Mailing Address
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In CT
On March 8, 2019.