

SERVICE AGREEMENT

BETWEEN

UNIVERSITY OF PUERTO RICO
MAYAGÜEZ CAMPUS

AND

UNIVERSITY OF NORTH CAROLINA AT CHARLOTTE

ARTICLE 1-PARTIES

UNIVERSITY OF PUERTO RICO, MAYAGUEZ CAMPUS, a higher education institution which is a governmental instrumentality of the Commonwealth of Puerto Rico as stated by Law #1 of January 20, 1966 (Law of the University of Puerto Rico) represented by its Interim Chancellor Lucas Noé Avilés Rodríguez,

UNIVERSITY OF NORTH CAROLINA AT CHARLOTTE, a higher education institution which is governed by North Carolina General Statutes, represented by its Chancellor Phillip Dubois,

Active in the System for Award Management (SAM): Yes No

Both parties recognize that they are legally bound by this agreement and expressly agree to the terms and conditions expressed hereafter.

ARTICLE 2-DELIVERABLES

The **University of North Carolina at Charlotte** shall engage the service of Sandra Dika, Ph.D. and any team member chosen by her to serve as an adviser in charge towards the following tasks in collaboration with UPRM:

- A. Compile evaluation data gathered for education component of CREST Phase I to develop final report of program outcomes
- B. Serve as primary author on manuscript on education component program outcomes to be submitted to peer-reviewed journal
- C. Collaborate with CREST assessment and internal evaluation personnel to develop detailed evaluation plan for CREST Phase II

These activities may not be subcontracted or assigned to another party or professor unless written authorization by UPRM is granted.

ARTICLE 3-PERIOD OF PERFORMANCE

The effective period of this agreement is from the date of the last signature until August 31, 2014.

ARTICLE 4- TOTAL FUNDING

UPRM will reimburse UNCC for the work done under the terms of this agreement up to a total amount of \$12,000.00 U.S. Dollars from account number: 30340.136.000. 620X.210.331431310602.00. These Amounts will cover all the work performed under the terms contained in this agreement.

X

JB
Ouy

ARTICLE 5- PAYMENT AND INVOICES

A. UNCC shall be compensated, based on invoices as provided below, for actual costs incurred in the performance of UPRM-CREST Evaluation Research. UNCC will invoice UPRM monthly. The invoice is due 15 days after the month being billed.

Payments for performance under this Agreement shall be issued by UPRM to UNCC on cost reimbursable basis within 60 days of receipt of **proper, approved** invoice(s) at UPRM's R&D Center Accounts Payable Division. Invoices should be received by UPRM monthly.

B. To be considered **proper** the invoice must be dated and contain the Agreement identification number, details of the expenses UNCC is invoicing and an original signature of an authorized representative of UNCC that certifies that the expenses reflected in the invoice(s) are actual expenditures consistent with the terms and conditions of this Agreement.

Invoices must include the following: "I hereby certify, to the best of my knowledge, and belief, that this invoice is correct, and that all items invoiced are based upon services rendered, consistent with the terms of this contract."

C. To be considered **approved**, an invoice must contain the dated approval initial or signature of UPRM representative or his designee.

D. The total amount authorized for expenditure under this Agreement is that stated in Article IV. This amount shall no be exceeded unless this Agreement is amended to add additional funds. UPRM will not pay any amount in excess of the stated amount.

E. Invoices shall be sent to:

Mayra Borrero- Financial Officer
 Research and Development Center
 University of Puerto Rico
 Mayagüez Campus
 Call Box 9000
 Mayagüez Puerto Rico 00681-9000

F. Payments shall be made to:

Deborah Fraser
 Compliance and Control
 Grants and Contracts Administration
 9201 University City Boulevard
 Charlotte, NC 28223-0001
Grants-contracts@uncc.edu
 (704) 687-1886

K G. Final invoices must be received within 60 days of the termination of this Agreement and shall be marked "final". Invoices that exceed either period of performance or the obligated amount of this Agreement may be considered improper invoices, and may be returned to the UNCC unpaid. Acceptance and payment by UPRM of any improper invoices shall not be considered as a waiver of UPRM right to return future improper invoices.

H. If, by any reason, this Agreement is terminated; only invoices for work performed to the date of such termination will be considered proper and paid correspondingly, subject to Article 14 of this Subaward.

DB
 CW

I. Failure of the subrecipient to comply with the terms set forth in this Subaward can result in the withholding of payment.

ARTICLE 6- PUBLICATIONS

Professor Sandra Dika, PhD (UNCC) will work with Professor Oscar M. Suárez, PhD (UPRM) on publications related to this work, as and when it is found to be mutually appropriate. UNCC Professor Sandra Dika shall work in collaboration with the UPRM in the review of any manuscripts or document prior publication.

ARTICLE 7- PATENTS AND INVENTIONS

The determination of the rights of ownership and disposition of any invention resulting from the performance of the work done under this Agreement and the administration of such inventions shall be in accordance with the policies set forth from the National Science Foundation, under Cooperative agreement 0833112 to UPRM

ARTICLE 8- LIABILITY; INSURANCE

1. Each party hereto agrees to be responsible for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the full extent allowed by law. Liability of the University is at all times herein strictly limited and controlled by the provisions of the North Carolina General Statutes as now or hereafter amended. Nothing in this Agreement shall be construed as a waiver of the protections of said Act. During the term hereof UPRM represents that it maintains general liability insurance covering itself and its employees in the performance of this contract, in an aggregate amount of not less than six hundred thousand dollars (\$600,000.00), all or part of which may be self-insured. UNCC and its employees are insured for coverage of bodily injury and property damage liability by the North Carolina State Tort Claims Act (N.C. Gen. Stat. 143-291 et seq.) and for worker's compensation by the State of North Carolina, all or part of which may be self-insured. A party will furnish the other party a certificate evidencing such insurance upon written request.

ARTICLE 9- NO DISCRIMINATION

Both parties are equal opportunity employers and do not discriminate on the basis of sex, race, color, age, religion, national origin or handicap, veteran status, religious or political beliefs. This policy is consistent with relevant government statues and regulations, including those pursuant to Title IX of the Federal Rehabilitation Act of 1973, as amended.

ARTICLE 10- NAMES AND LOGOS

Neither party shall use the name or logos of the other in any advertising, sales, promotion, or other publicity matter without prior written approval.

ARTICLE 11- RECORDS AND AUDIT

A. Records of work performed under this Agreement are to be retained by both parties for at least six (6) years after final payment and all pending matters are closed. If an audit, litigation, or other action involving the records is started before the end of the six-year period, the records must be retained until all issues arising out of the action are resolved or until the end of the six-year period, whichever comes last. UNCC agrees to give UPRM, the Comptroller General of the United States or of the Commonwealth of Puerto Rico, or any of their authorized representatives, access to these records and any other pertinent

Handwritten initials: SD, JG

books, documents, papers or other records, in order to make audits, examinations, excerpts and transcripts.

ARTICLE 12- ASSURANCES

Acceptance of this Agreement constitutes certification that UNCC is not presently debarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

Acceptance of this Agreement constitutes certification that UNCC is not delinquent on any Federal debt.

Acceptance of this Agreement constitutes certification that UNCC is in compliance with Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D).

ARTICLE 13- INDEMNIFICATION

UNCC agrees to take responsibility for any and all claims, damages and liability incurred as a result of any alleged negligent act or omission of its employees, which occurred or is alleged to have occurred during the performance of their duties within the scope of their employment unless such acts or omissions are willful and wanton. Such claims shall be subject to the limitations of the North Carolina General Statutes.

UPRM is responsible for its own wrongful or negligent acts or omissions, and those of its directors, officers, employees, and agents to the extent that the same arise out of or on account of any failure on the part of the UPRM to perform any work or duty required under the terms of this Agreement, or from risk of personal injury or property damage attributable to the negligence or intentional misconduct of UPRM.

ARTICLE 14- DISPUTES

Any dispute arising under this Subagreement shall be brought to the attention of the Director of the UPRM's Research and Development Center and the Director of UNCC's Sponsored Programs. The Directors should make a reasonable effort to resolve all issues by negotiation without litigation. However, in the event of necessary legal action both parties agree to litigate any and all conflicts in accordance with applicable US laws.

This Article shall not be construed to limit the administrative or legal rights otherwise available to the parties in the events of violations of the terms or conditions of this agreement.

This agreement does not establish any employment relationship between UNCC employees and UPRM.

ARTICLE 15- TERMINATION

A. UPRM or UNCC may terminate or suspend this agreement with or without cause in whole or in part upon **thirty** (30) days written notice to the other party.

B. Upon receipt of a notice of termination or suspension, UNCC shall take immediate action to minimize all expenditures and obligations financed by this agreement and shall cancel un-liquidated obligations wherever possible. Except as provided below, no further reimbursement shall be made after the effective date of termination or suspension. If this agreement is terminated for any reason prior to the termination date, UPRM must reimburse UNCC for all reasonable and

R

DB
CJW

allowable costs incurred by UNCC for the Project through the date of termination. However, in no event will UPRM's financial obligation for Project exceed the amount specified in Article IV.

ARTICLE 16-NOTICES

Any official notices required under the terms of this agreement shall be hand delivered, emailed, or sent by Certified Mail, postage prepaid, return receipt requested, to the appropriate individual and address listed below.

For the UPRM:

Marisol Vera, PhD
 Director
 Research and Development Center
 University of Puerto Rico - Mayagüez
 Call Box 9000
 Mayagüez, PR 00681-9000
 Tel: (787) 831-2065
 Fax: (787) 831-2060

For University of North Carolina at Charlotte:

Deborah L. Bolick
 Contracts Manager
 University of North Carolina at Charlotte
 Grants and Contracts Administration
 Cameron 312
 9201 University City Boulevard
 Charlotte, NC, 28223
 Tel: (704) 687-1883
 Fax: (704) 687-0980

ARTICLE 17-INDEPENDENT CONTRACTOR

In performing activities under this agreement, UNCC shall be considered as an independent contractor and shall not be entitled to any benefits applicable to employees of UPRM. The employees of UNCC shall not be considered as employees of the UPRM. Nothing in this Agreement will be deemed to create an employer-employee or principal-agent relationship between UPRM and UNCC employees, consultants, agents or independent contractors.

ARTICLE 18- WAIVER

No waiver of any term, provision or condition of this agreement whether by conduct or otherwise in any one or more instances shall be deemed to be or construed as a further or continuing waiver of any such term, provision or condition, or of any other term, provision, or condition of this agreement.

ARTICLE 19- MODIFICATION OR AMENDMENT

Amendments and modifications to this agreement shall only be in writing and signed by an authorized representative of the UPRM and UNCC.

ARTICLE 20- ASSIGNMENT

This Agreement shall be binding upon and to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign this Agreement without the prior written consent of the other party, except to a successor to all or substantially all of its business and assets. Any attempted assignment in violation of this Article 20 is void.

R

DB
 OUY

Article 21- Pecuniary Interest

THE UNIVERSITY OF PUERTO RICO AT MAYAGUEZ points out that no employee or personnel of the CONTRACTOR has a direct or indirect financial interest in the granting of this contract in accordance with Governmental Ethics Law. In the same way the functionary that represents the CONTRACTOR in this act does not have any pecuniary interest in its accomplishment. UNCC have in place a Conflict of Interest Management Plan.

Article 22- Management of State Fund Clause

THE SECOND PARTY certifies that UNCC has not been convicted for any crime or violation of law against the national treasury, legal authority, or regarding state or federal government funds or property. This condition is essential for granting the present contract, if the preceding turns out to be incorrect; in whole or in part, it shall be sufficient cause for THE FIRST PARTY to cancel it unilaterally and will have to reimburse all sums of money received under the contract to THE UNIVERSITY OF PUERTO RICO.

This contract will be rescinded if during its execution THE SECOND PARTY is found guilty for any violation of law against the national treasury, legal authority, or regarding state of federal government funds or property.

Article 23- Office of the Comptroller

ACT 127 OF MAY 31, 2004 CLAUSE No service shall be rendered or received based on the terms of this contract 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.

Article 24- 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.

ARTICLE 25-ENTIRE AGREEMENT

This writing contains the entire agreement of the parties and there are no promises, understandings, or agreements of any kind pertaining to this agreement other than those written in this agreement.

ARTICLE 26-SEVERABILITY

In the event that any term or provision of this agreement or any application of a term or provision of this agreement is deemed illegal, invalid, unenforceable or void, the parties agree that another provision that is legal and enforceable and achieves the same objective will be submitted. If that is not possible, then the parties shall be relieved of all obligations arising under the provision. If the remainder of this agreement is not affected by such declaration or finding and is capable of substantial performance, then the remainder shall be enforced to the extent permitted by law.

R

J.B.
G.Y.

ARTICLE 27-ACCEPTANCE AND VALIDITY

This agreement shall not be considered accepted or effective until signed below by authorized representatives of both of the parties. By signing below, each individual warrants that he or she is authorized to legally bind his or her organization to this agreement.

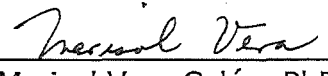
**For the University of Puerto Rico
Mayagüez Campus:**



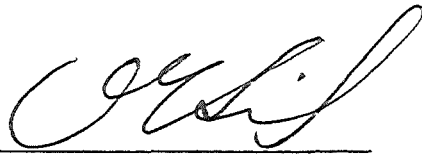
Lucas N. Avilés Rodríguez
Interim Chancellor

Date: 6/23/14

Recommended by:



Marisol Vera Colón, PhD
Director, R&D Center



Oscar M. Suárez, PhD
Principal Investigator

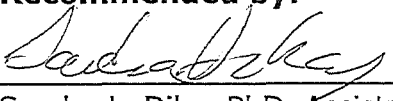
For the University of North Carolina at Charlotte:



Deborah L. Bolick, Contracts Manager
Grants and Contracts Administration

Date: 6/12/14

Recommended by:



Sandra L. Dika, PhD, Assistant Professor
Center for Educational Measurement and Evaluation (CEME)
College of Education, The University of North Carolina at Charlotte

