

Agreement between Institute of Systems, Information Technologies and Nanotechnologies at Japan and Puerto Rico at Mayaguez, Puerto Rico, concerning Student Internship at ISIT for the period August to December 2010.

REGISTRO DE CONTRATOS  
TOMO 19 PAGINA 60  
CONTRATO NUM. 2010-000326

**Article 1**

The present agreement defines the relation of the Institute of Systems, Information Technologies and Nanotechnologies (ISIT), represented by Dr. Eng. Seiji SHINKAI, President of the Institute. and Dr. Jorge Rivera Santos (Acting Chancellor) of the University of Puerto Rico at Mayagüez, (UPRM) in exercise of the duties and powers conferred by Article 7 of Act Number 1 of January 20, 1966, known as the University of Puerto Rico Act, and pursuant to the University standards and regulations, seek to derive benefits from cooperative efforts in developing highly qualified professional engineers.

This agreement concerns the research internship to be completed by Mr. Arnaldo Cruz-Ayoroa, MS graduate student at the Department of Electrical and Computer Engineering at UPRM, hereafter denoted student trainee. UPRM will bring this agreement to the attention of the student

**Article 2**

Both the ISIT and the UPRM will designate respective Coordinators who will be primary contact for all matter involving the combined agreement are followed, will also confer periodically regarding any new problems, changes, or arrangements that may deemed necessary as the program develops. Subsequent arrangements will be based on their mutual agreement on what actions are required

**Article 3**

The aim of training courses in industry is to provide the practical application of courses offered in the UPRM, without seeking direct profit from the presence of a student trainee by the ISIT.

**Article 4**

The subject of the training course will be established by the President of the ISIT in agreement with Chancellor of UPRM or a person designated by him, and in accordance with the UPRM course syllabus and the student's specialization.

**Article 5**

The length of the training course should not exceed six months and will take place at dates fixed by mutual agreement beforehand.

**Article 6**

Throughout the training period in industry the student trainee remains a student of the UPRM. A teacher of the UPRM presented by the Chancellor is responsible for keeping track of the student's progress. In addition, the assignments will be consistent with the career objectives of the student whenever possible.

#### **Article 7**

During the training course the student will conform in accordance with the Host Institution rules, notably concerning medical visits and work hours.

#### **Article 8**

If a student trainee fails to respect the rules, then the President of the ISIT reserves the right to end that student's training course after having informed the Chancellor of the UPRM. Before the departure of the student trainee, the President of the ISIT should ensure that the Chancellor of the UPRM has indeed been duly informed and that, in the case of a student hosted by the ISIT, all the necessary steps have been taken to receive him/her back in UPRM.

#### **Article 9**

Expenses for any training made necessary by the training course will be met by the ISIT. The student trainee may eventually receive an allowance in Japanese yen. Deductions will be made in accordance with Japanese legislation for tax and social insurances.

The student trainee will hold a position of assistant researcher.

#### **Article 10**

Health Insurance is a responsibility of the student trainee, except when the training period is covered by Industrial Accidents agreements in the host country.

In case of an industrial accident, the student or, if this is not possible, the president of the ISIT will notify the Chancellor of the UPRM and the coordinator designated by him by as soon as possible by email and electronic media confirming later by registered mail.

#### **Article 11**

It is compulsory for the undersigned student to take out insurance covering his (her) civil liability for training periods undertaken abroad, with an insurance company.

#### **Article 12**

The UPRM will ask for an evaluation from the President of the ISIT concerning the student trainee's work, along with any other comments if necessary. The student trainee will receive a certificate indicating the nature and the length of the training activities from the ISIT.

#### **Article 13**


On returning to UPRM, the student should present a report on his training course to the Chancellor of the UPRM, and to the persons designated by the Chancellor. This report will also be sent to the President of the ISIT, who will provide a professional evaluation of it to the Chancellor of the UPRM and the student's immediate supervisor at UPRM, and then returned to the UPRM. The report and the President's evaluation will be taken into consideration when assessing the professional aptitude of the student by his home UPRM.

#### **Article 14**

Professional confidentiality should be respected. Student interns agree not to publish nor communicate to a third party any information collected during the internship, including the internship report, without the prior agreement of the Head of the Host Institution. This agreement is valid both during and following the internship. The student agrees not to keep, take or make copies of any document or software belonging to the Company, without the Host Institution's approval

#### **Article 15 General Dispositions**

The present memorandum of understanding will not be interpreted as creating legal or financial relationships between the parties not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors. Nothing agreed upon in this memorandum of understanding will affect the rights of both parties to enter in similar agreements with other institutions. Any discrepancy on the dispositions of this agreement will be solved in common agreement between the parts.



Both parties agree to continue their respective policies of nondiscrimination based on Title VII of the Civil Rights Act of 1964 in regard to sex, age, race, color, creed, national origin, sexual orientation, or status as military veteran, Title IX of the education Amendments of 1972 and other applicable sections, as well as the provisions of the Americans with Disabilities Act.

The institutions are committed to maintaining records of all reports, timesheets for jobs and all other documents related to the services discussed in this agreement, in order that they are available for examination or copying by the office of the Controller of Puerto Rico, if requested. Said documents will be kept for a period of no less than six years or until the Office of the Controller of Puerto Rico has made its investigation, whichever occurs first.

The company shall not use the name of the University of Puerto Rico, 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.

Neither the parties shall assume any liabilities to each other. As to liability to each other the parts do not waive any defense as a result of this agreement. Likewise, this provision shall not be construed to limit the University of Puerto Rico's rights, claims or defenses which arise as a matter of law pursuant to any provisions of this agreement.

A Cooperative Education Practice does not commit either the cooperating industry or the student to employment after graduation.

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 fire, earthquake, hurricane, flood, Act of God or natural disaster, epidemics or pandemics, nuclear explosions, strike, work stoppages, or other labor 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.

This agreement becomes effective upon the date the Institute of Systems, Information Technologies and Nanotechnologies and the University of Puerto Rico at Mayagüez, sign it. This agreement will remain in force for one year. In case the present agreement is not renewed, both parts are committed to culminate the activities that are in execution and not to affect the development and culmination of the same ones. Either party may change, amend or cancel this agreement in writing for any reason upon thirty days notice.

Date: June 14, 2010

Signature of the Student:



**Arnaldo Cruz Ayoroa**

Date:

Signature of the President of the ISIT :

**Dr. Seiji Shinkai**

Date:

Signature of the UPRM Chancellor :



**Pedro Rodríguez Domínguez**

En representación <sup>BMO</sup>  
de Jorge Riera Santos  
Ver anexo  
JRM