

EDUCATION, TECHNICAL ASSISTANCE, RESEARCH, AND DEVELOPMENT
PARTNERSHIP AGREEMENT

between the

UNIVERSITY OF PUERTO RICO – MAYAGÜEZ CAMPUS

and the

PUERTO RICO INTEGRATED TRANSIT AUTHORITY

PREAMBLE:

This agreement establishes the basis for mutual understanding and cooperation between the University of Puerto Rico – Mayagüez Campus (hereinafter referred to as “UPRM”) represented by its Chancellor, Dr. John Fernández Van Cleve,

in the 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, and the Puerto Rico Integrated Transit Authority established under Law 123-2014, as amended, (hereinafter referred as ATI) represented by its Deputy Executive Director of Administration and Finance, Juan A. Vazquez Acevedo, authorized by Resolution 2015-09 by the Board of Directors of ATI - in a “Partnership in Education, Technical Assistance, Research, and Development”.

This supportive relationship is established in recognition of the importance of engineering and science education towards the future economic well-being of Puerto Rico, as well as the importance of the UPRM to the business, industrial, and governmental institutions in this region.

ATI wants to establish an educational, technical assistance, research, and development relationship with the UPRM for the purpose of accomplishing the following goals:

1. to promote the professional, educational and research development of world class engineers and scientists in the Commonwealth of Puerto Rico, and;
2. to provide ATI with access to first class engineers, scientists, and business administrators.

I. FOUNDATION

In order to promote the stated goals of this agreement, UPRM and ATI have conducted the following activities:

- a. It was agreed to coordinate the mutual interests and the collaboration agenda with ATI personnel under the attention of the ATI Executive Director.
- b. A list of potential opportunities and possibilities are possible under this agreement. Among these, the following were identified:
 - Assistance by ATI personnel in academic and research work conducted by UPRM,

ADT
ADT
FE
OFF

- e. Promote educational and research activities;
- f. Enrich our cultural and scientific values in our engineering, scientific, and entrepreneurship community;
- g. Develop Continuing Education Programs; and
- h. Promote information and technology transfer activities.

III. PARTNERSHIP AGREEMENT ADMINISTRATION

The administration of this partnership agreement and its implementation will be the joint responsibility of the designated Partnership Program Managers (hereinafter referred to as "PPM") from UPRM and ATI.

The PPM on behalf of ATI will be the Executive Director (Dr. Alberto M. Figueroa Medina), or its designated representative. The ATI-PPM will work with the UPRM-PPM to identify and select participating faculty, students, and activities within the scope of this agreement. The ATI-PPM will coordinate the program activities with the appropriate elements within ATI to comply with the legal and administrative requirements of the Government and the Commonwealth of Puerto Rico.

The PPM on behalf of UPRM will be the Director of the UPRM Department of Civil Engineering and Surveying (Prof. Ismael Pagán Trinidad), or its designated representative (the Transportation Area Coordinator). This person will serve as the institutional representative for this educational, technical assistance, research, and development agreement. Serving as the liaison between UPRM and ATI, the UPRM-PPM will coordinate all activities on behalf of UPRM to fulfill the commitments of UPRM under this agreement. The UPRM-PPM will serve as the point-of-contact with the ATI-PPM. As the responsible person for promoting the program and coordination with participating faculty, this person will act as a facilitator to ease the administrative transactions, follow-up in the development of each initiative, and assess the outcomes of the program. In addition, this person will assist in program development, promotion of specific development areas and coordinate the submission of deliverables to ATI. The specific initiatives under this agreement will be coordinated by the PPM's at each institution and subsequently they will be signed and approved by the corresponding authorities in both institutions.

IV. PERIOD OF AGREEMENT

This partnership agreement becomes effective upon the date the ATI and the UPRM, sign it. This agreement will remain in force for five (5) years. The agreement will remain active until

Both parties agree to continue their respective policies of non-discrimination 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 ATI 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. The University of Puerto Rico recognizes the right of ATI on its own service marks, trademarks, and trade names used and agree not to engage in any activity or commit any act, directly or indirectly, that may contest, dispute, or otherwise affect the right of ATI. The University of Puerto Rico does not claim any rights, title or interest in or to any such service marks, trademarks, or trade, or produce similar trade names, through advertising or otherwise. From the termination of this Agreement, the University of Puerto Rico shall cease all use of ATI trademarks and trade names.

ATI
ATI
UPRM
UPRM

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. UPRM will exempt ATI, its officers, members, managers, employees, agents, contractors, licensees, affiliates, subsidiaries, successors and assigns from all responsibility and against any and all damages, liabilities, costs, expenses, claims and/or judgements, including, without limitation, fees and expenses (collectively "Claims") reasonable attorneys than any of them may suffer or incur and that arise or result mainly from any gross negligence or wilful misconduct of UPRM arising out of or related to the performance of its functions under this agreement. Likewise, ATI will exempt UPRM, its officers, members, managers, employees, agents, contractors, licensees, affiliates, subsidiaries, successors and assigns from all responsibility and against any and all damages, liabilities, costs, expenses, claims, and or judgements, including, without limitation, fees and expenses (collectively, "Claims" reasonable attorneys than any of them may suffer or incur and that arise or result mainly from any gross negligence or wilful misconduct of ATI arising out of or related to the performance of its functions under this agreement.

ADENDA

Acuerdo Colaborativo de Educación, Asistencia Técnica, Investigación y Desarrollo
(Education, Technical Assistance, Research, and Development Partnership Agreement)

entre

Universidad de Puerto Rico – Mayagüez (UPRM)

&

Autoridad de Transporte Integrado (ATI)

DE UNA PARTE: La Universidad de Puerto Rico, Recinto Universitario de Mayagüez, en el ejercicio de las facultades y poderes que le confiere el Artículo 7 de la Ley Núm. 1, Ley de la Universidad de Puerto Rico, aprobada el 20 de enero de 1966, según enmendada, representada en este acto por su Rector, John Fernández Van Cleve, mayor de edad, casado y vecino de San Germán, Puerto Rico, en adelante denominado **LA UNIVERSIDAD**.

DE LA OTRA PARTE: La Autoridad de Transporte Integrado, en adelante denominado **ATI**, una agencia del Estado Libre Asociado de Puerto Rico creada por la Ley 123 de 2014, representada en este acto por su Director Ejecutivo Auxiliar de Administración y Finanzas, Juan A. Vázquez Acevedo, mayor de edad, casado, y vecino(a) de Caguas, Puerto Rico, debidamente autorizado por Resolución 2015-09 de la Junta de Directores de ATI.

Ambas partes con la capacidad legal necesaria para el otorgamiento de este acuerdo libre y voluntariamente:

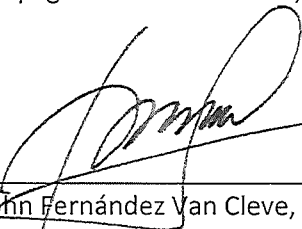
EXPONEN

PRIMERO: Las partes firmaron un Acuerdo Colaborativo de Educación, Asistencia Técnica, Investigación y Desarrollo el pasado 10 de diciembre de 2015. Este acuerdo provee para la colaboración entre las partes en proyectos de investigación y desarrollo a través de la presentación de propuestas específicas.

SEGUNDO: Mediante la presente Adenda se establece que en los proyectos de investigación y desarrollo que se lleven a cabo bajo dicho Acuerdo Colaborativo, la tasa correspondiente a los Costos Indirectos que cobrará LA UNIVERSIDAD a ATI será del diez por ciento de los costos directos, excluyendo los costos relacionados a compra de equipo que será utilizado en el proyecto pero permanecerá en LA UNIVERSIDAD.


TERCERO: Los proyectos de investigación y desarrollo se registrarán por los demás términos y condiciones establecidos en el Acuerdo Colaborativo.

Las partes aceptan el presente acuerdo en todas sus partes por ser el mismo una fiel expresión de sus voluntades y de lo convenido, quedando obligadas legalmente al cumplimiento de todas sus cláusulas y condiciones y para que así conste, lo firman y colocan sus iniciales al margen izquierdo de cada una de las páginas del documento, en Mayagüez, Puerto Rico, hoy ____ de ____ de 2016.

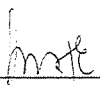


John Fernández Van Cleve, Ph.D.
Rector
Universidad de Puerto Rico
Recinto Universitario de Mayagüez

Juan A. Vázquez Acevedo
Director Ejecutivo Auxiliar
Administración y Finanzas
Autoridad de Transporte Integrado



Vo.Bo. Dra. Marisol Vera
UPRM-Directora CID



Vo.Bo. Griselle Hernández Es pinosa
Asesora Legal de la Directora UPRM-CID