

EDUCATION AND SERVICES AGREEMENT

between the

UNIVERSITY OF PUERTO RICO – MAYAGÜEZ CAMPUS

and

THE MUNICIPALITY OF COMERÍO

AS THE FIRST PARTY: The University of Puerto Rico represented by its President
Dr. Uroyoan Walker Ramos

and The University of Puerto Rico, Mayagüez Campus represented by its Chancellor Dr.
John Fernandez 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. (hereinafter referred to as UPRM)

AS THE SECOND PARTY: MUNICIPALITY OF COMERIO, herein represented by
its Mayor, José A Santiago Rivera,

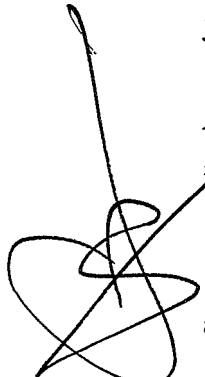
in the implementation of a “Agreement in Education and Services” (AED),
authorized to execute this Agreement and has faculties by virtue of the authority
conferred upon it by the public politic pronouncements as established by Law of
Autonomous Municipalities of the Commonwealth of Puerto Rico, Law Number 81 of
August 30 1991 and the Resolution Number 46, Series 2013-2014 approved in June 4,
2014 by Comerío Municipality Legislature.

The parties claim to be fully, capable, and authorized to the signing of this contract and
by virtue free.

STATE

This supportive relationship is established in recognition of the importance of
engineering 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.

Throughout the past year the Municipality of Comerío has initiated an educational
and service relationship with the UPRM for the purpose of accomplishing the following
goals:


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1. to promote the professional, educational and service of world class engineers and scientists in Puerto Rico, and;
2. to provide the Municipality of Comerío access to first class engineers, scientists, and "business administrators".

TERMS AND CONDITIONS

I. FOUNDATION

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

- a. It was agreed to coordinate the mutual interests and the collaboration agenda with the Municipality of Comerío personnel under the attention of Gilberto Rodriguez Otero, Project Manager Director.
- b. Work on a Memorandum of Understanding as an umbrella agreement to facilitate the communication among both parties and their partners.
- c. Envision a work plan for the future by promoting team building between both institutions.
- d. Promoted research and development activities of mutual interest.

II. VISION AND SCOPE OF THIS AGREEMENT

The Municipality of Comerío is an instrumentality of the Commonwealth of Puerto Rico, organized under the Law of Autonomous Municipalities of Puerto Rico, as amended. Its mission is to promote the social, cultural, touristic and economic development of Comerío and attend all its residents' needs by offering first class service.

Given these envision mutual development goals, the two institutions are committed to enhancing and expanding the vision and scope of the institutional relationships of both parties. As such, under the general scope of this education and research agreement, both institutions are committed to the following:

- a. Continue and enhance the current activities between the two institutions;
- b. Promote mutual participation and collaboration in the development of projects in engineering, sciences, business administration, and pursue potential sources of external funding;
- c. Enhance first hand technology and information transfer mechanisms between both institutions and to the public;

- d. Participate in advisory and consulting activities in both institutions,
- e. Promote educational and searching activities;
- f. Enrich our cultural and scientific values in our engineering, scientific and entrepreneurship community;
- g. Develop Continuing Education Programs;
- h. Promote Information and Technology Transfer activities;
- i. Assistance by municipality personnel in academic and service work conducted by UPRM;
- j. Sharing information in a form of Databases or available Real-Time information from both institutions;
- k. Sharing with the Municipality of Comerío the results of any and all services conducted by UPRM that use information provided by the Municipality of Comerío;
- l. Participation of personnel from either party as external advisors to the other party;
- m. Collaborate in every possible feasible way for mutual benefits.
- n. Develop a work plan to restart the production of electricity in the dam of Comerío, if it is possible.
- o. Data collection.
- p. The study of new technologies that can be used to produce energy efficiently.
- q. Analysis of the cost/effectiveness and feasibility of the project in order promote the economic development of the area.
- r. Establish exchange agreements with students and professors working on projects, to cover the costs of transportation, accommodation and food in the Comerío area while they work in the Project. Each project that will be worked on, will be described in detail in a separate form and signed by the collaborating parties. The project form will include the purpose of the project, the responsibilities form both parties, financial obligations, time lines among other details.
- s. UPRM will offer an interdisciplinary course on special topics related to the generation of hydroelectric power. Through this course, the students will collect data, estimates costs and investigate viable technologies for power generation, to offer a complete action plan to develop the dam of Comerío. This course is subject to change based on student participation. The course will be offered as long at the minimum required amount of students, which will be established by the department, register for such course.

III. AGREEMENT ADMINISTRATION

The administration of this agreement and its implementation will be the joint responsibility of the designated Agreement Program Managers (hereinafter referred to as "APM") from UPRM and Municipality of Comerío.

The PPM on behalf of the Municipality of Comerío will be Gilberto Rodríguez Otero. The the Municipality of Comerío-PPM will work with the UPRM-PPM to identify and

select participating faculty, students, and activities within the scope of this agreement. The Municipality-PPM will coordinate the program activities with the appropriate elements within Municipality 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 a faculty appointed by UPRM. Dr. José Guevara will be the initial PPM. This person will serve as the institutional representative for this educational and development agreement. Serving as the liaison between UPRM the Municipality, 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 Municipality of Comerío-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 the Municipality.

The specific initiatives under this agreement will be coordinated by the PPM's at each institution and subsequently they will be considered and approved by the corresponding authorities in both institutions.

IV. PERIOD OF AGREEMENT

This agreement becomes effective upon the signature of both the Municipality of Comerío and UPRM. The effective date of the agreement will be the latest of the signatories. This agreement will remain effective for five (5) years. 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 cancel this agreement in writing for any reason upon thirty days' notice.

V. TERMINATION OR MODIFICATIONS TO THE AGREEMENT

Termination or modifications of this agreement can be made at any time during its implementation by mutual approval of the signatories herein or their successors. Either institution may withdraw from this agreement at any time by providing the other partner

with a thirty (30) day written notification to that effect. Notifications are to be submitted to the PPM via U.S. Postal Service utilizing certified mail and return receipt services.

VI. USE OF AGREEMENT

This agreement is for the sole use of UPRM and towards the establishment and implementation of the program goals, scopes, and outcomes. Should either party intend to utilize this agreement for the prospective obtainment of funding from federal, state, and local government sources, or that of private and public foundations and corporations, the party intending to use the agreement for funding purposes must inform and obtain the written approval from the other party.

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. Neither the Municipality of Comerío nor UPRM are responsible for vacation pay, sick leave, retirement benefits, social security, workers compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind of the other party.

Nothing in this Agreement will create any obligations or liability between either party or a third-party.

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 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 as amended.

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 Municipality of Comerío 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 the Municipality of Comerío 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 the Municipality of Comerío. The University of Puerto Rico does not claim any right, 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 the Municipality of Comerío trademarks and trade names.

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 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.

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

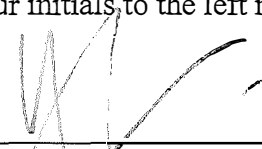
This contract does not obligate the use of neither institutional nor municipality funding. Any use of funding between the two parties will be established, agreed upon and described in the specific agreements (acuerdos específicos) document forms provided for each individual project that will take place.

In the event that the performance of the obligations under this Memorandum are imAEDed 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.

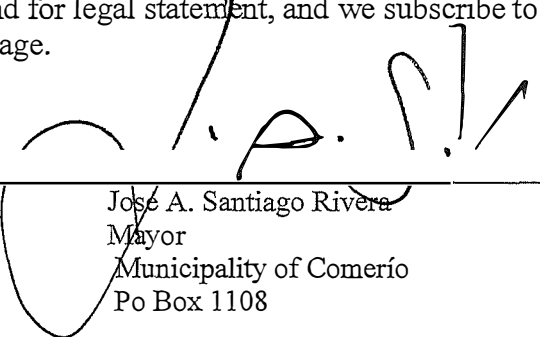
I. SIGNATORIES

Both parties herein state that we have read and understood all terms and conditions of this agreement, and we accept it to find that collects and provides faithfully the agreement we have reached and all that we have agreed, and for legal statement, and we subscribe to the same our initials to the left margin of each page.

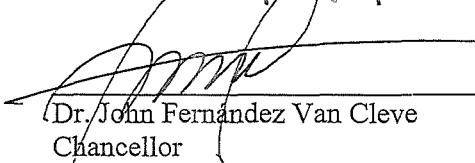


Dr. Uroyoan Walker Ramos
President
University of Puerto Rico

Date: 4.21.15




Jose A. Santiago Rivera
Mayor
Municipality of Comerío
Po Box 1108




Dr. John Fernández Van Cleve
Chancellor
University of Puerto Rico-Mayaguez

Recommended by:

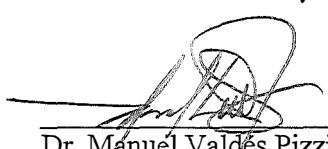


Dr. Agustín Rullán
Interim Dean of Engineering
University of Puerto Rico – Mayagüez

Printed Date: 26/3/15

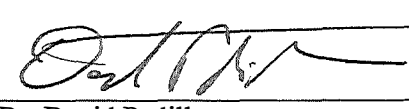


Profa. Ana Martin Quiñones
Interim Dean of Business
Administration
University of Puerto Rico – Mayagüez
Printed Date: 26/3/15



Dr. Manuel Valdés Pizzini
Interim Dean of Arts and Science
University of Puerto Rico – Mayagüez

Printed Date: 26/3/15



Dr. David Padilla
Interim Dean of Agriculture
University of Puerto Rico – Mayagüez

Printed Date: 26/3/15