

REGISTRO DE CONTRATOS

TOMO 20 PAGINA 12

CONTRATO NUM. 2011-000068

EDUCATION PARTNERSHIP AGREEMENT

BETWEEN

AIR FORCE RESEARCH LABORATORY

SENSORS DIRECTORATE

AND

THE UNIVERSITY OF PUERTO RICO AT MAYAGUEZ (UPRM)

ARTICLE 1. PREAMBLE

1.1 The United States of America as represented by the Department of the Air Force, **Air Force Research Laboratory, Sensors Directorate (AFRL/Ry)**, located at Wright Patterson Air Force Base, Ohio, and the **University of Puerto Rico at Mayaguez (UPRM)**, PO Box 9042, Mayaguez, PR 00681-9042 (hereinafter referred to as "the Parties") hereby enter into this Education Partnership Agreement (hereinafter referred to as the "Agreement") pursuant to Title 10 United States Code Section 2194. The terms and conditions of this Agreement are set forth as follows:

ARTICLE 2. INTRODUCTION

2.1 The Parties enter this Agreement in recognition of the importance of education to the future and economic well-being of the nation, as well as the importance of AFRL to the business, industrial and educational institutions in the United States.

2.2 As a defense laboratory, AFRL has a responsibility to encourage the study of science, mathematics, and engineering at all levels of education by entering into education partnership agreements with educational institutions in the United States.

2.3 UPRM is a state university located in the city of Mayaguez, Puerto Rico. UPRM is the second largest university campus of the University of Puerto Rico System, and the premier Engineering and Science institution of the Caribbean and Latin America. UPRM has been accredited by the "Middle States Commission on Higher Education" (MSCHE) since 1946. Also, the Engineering undergraduate program is accredited by the "Accreditation Board for Engineering and Technology" (ABET),

2.4 The College of Engineering was established in 1942 and currently consists of seven departments. It has approximately 4,825 undergraduate students, 343 graduate students, 197 full time faculty members and 100 staff employees. Approximately 40% of undergraduate students and 32% of graduate students are women. According to a 2007 American Society for Engineering Education survey, the UPRM College of Engineering ranks 10th in the United States in number of students enrolled.

2.5 UPRM is a Minority Institution.

ARTICLE 3. OBJECTIVE

- 3.1 The objective of this Agreement is to provide a unique opportunity for UPRM Scholar(s) to engage in scientific and engineering (S&E) and research and development (R&D) efforts which would not be otherwise available in an educational environment.
- 3.2 Collaborative research areas may include the following:
- 3.2.1 **Anticipate and Influence Behavior (AIB):** Science and technology advancements to arm Air Force warfighters with an array of pre-positioned, human-centric capabilities to attain dominance in adversarial behavior modeling and prediction, intelligence, surveillance and reconnaissance (ISR) operations, intelligence exploitation tools and cyber warfare prosecution.

ARTICLE 4. AUTHORITY

- 4.1 Pursuant to the Education Partnership Act, Title 10 United States Code 2194, for the purpose of encouraging and enhancing science, mathematics, and engineering education at all levels of education AFRL is authorized to:
- 4.1.1 Loan defense laboratory equipment;
- 4.1.2 Transfer defense laboratory equipment determined by the Director to be surplus;
- 4.1.3 Make laboratory personnel available to teach science courses or to assist in the development of science courses and materials;
- 4.1.4 Involve faculty and students in defense laboratory research projects;
- 4.1.5 Cooperate in developing a program under which students may be given academic credit for work on defense laboratory research projects; and
- 4.1.6 Provide academic and career advice and assistance.

ARTICLE 5. PATENTS AND COPYRIGHTS

- 5.1 Due to the nature of work performed, it is not expected that any patentable or copyrightable material will be developed under this agreement. In the event patentable material is developed under this Agreement, each Party shall separately own any invention made solely by its respective employees under this Agreement. Inventions made jointly by the Parties will be jointly owned by the Parties. Licensing of intellectual property, if any, will be set out in separate agreements. In the event copyrightable material is developed under this Agreement, the UPRM shall own the copyright in all works created in whole or in part by the UPRM and grants in advance


to the United States Government a license conveying the right to use, duplicate or disclose such works in any manner, and to have or permit others to do so, for government purposes only.

ARTICLE 6. SPECIFIC OBLIGATIONS

6.1 UPRM shall:

- 6.1.1 Make available qualified personnel who will be involved in AFRL/RV laboratory research projects.
- 6.1.2 Be responsible for all UPRM Scholar(s) and other employee salaries or other compensations and benefits as necessary under this Agreement.
- 6.1.4 Ensure that UPRM Scholar(s) and other participating employees abide by all Air Force and AFRL rules for security, safety, and general conduct.
- 6.1.5 Be responsible for transportation of government transferred equipment, including MEMS switches from AFRL/RV to the UPRM.

6.2 AFRL shall:

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- 6.2.1 Be responsible for all AFRL employee salaries or other compensation and benefits as necessary under this Agreement.
 - 6.2.2 Provide research opportunities for UPRM Scholar(s) in AFRL facilities, government owned or contractor operated, depending on the nature of the studies to be conducted.
 - 6.2.3 Facilitate gaining access to other Air Force organizations and installations when and as required to perform research meeting the objectives of the AFRL mission.
 - 6.2.4 Transfer MEMS switches to the UPRM.

6.3 Subject to Article 9 (Liabilities) and Article 12 (Risk of Loss), neither Party shall be obligated to compensate the other Party for costs incurred by the other Party in carrying out activities defined by this partnership.

6.4 Each Party shall direct its own activities pursuant to this partnership Agreement. Neither Party shall have authority to direct the other's activities. Neither Party shall share in the losses of the other Party.

6.5 Any public announcement of this partnership shall be coordinated among the Parties to include AFRL and the AFRL Public Affairs Office. The UPRM shall not use the

name of AFRL or Government on any product (hardware, software, or their combination) or service that is directly or indirectly related either to this partnership or any assignment that implements this partnership Agreement without prior written approval of AFRL. Similarly, AFRL shall not use the name or any trademark of the UPRM or any of its affiliates on any product or service that is directly or indirectly related to this partnership without prior written approval of the UPRM. By entering into this partnership, neither Party directly or indirectly endorses any product or service provided, or to be provided, by the other Party. Neither Party shall in any way imply that this partnership is an endorsement of any such product or service.

6.6 Generally, only the United States citizens are eligible to be participating under this Agreement. Exceptions will be determined by AFRL on a case-by-case basis.

6.7 UPRM Scholar(s) participating under this Agreement will not be required to obtain security clearances. Research project completion will not require access to classified materials. However, work on certain projects may require UPRM Scholar(s) access to proprietary information in the possession of AFRL or information for which export is restricted by the Arms Control Act (Title 22 United States Code Section 2571 et seq.) or the Export Administration Act (Title 50 United States Code Section 2401 et seq.) or the international Traffic in Arms Regulation (22 Code of Federal Regulations 120-25) protecting military-critical technology, or otherwise protected from disclosure by statute, executive order, or regulation. In such cases, to obtain access to this information, UPRM Scholar(s) must comply with the requirements for disclosure contained in the statutes, executive orders, or regulations, including signing nondisclosure agreements before a disclosure of such information may be made by AFRL.

6.8 The Parties' obligations under this Agreement are contingent upon and subject to the availability of funds.

ARTICLE 7. BENEFITS

7.1 The benefits to the UPRM include:

7.1.1 Establishing a formal means of interaction with AFRL, which is the heart of sensor technology for the United States Air Force.

7.1.2 Access to state-of-the-art equipment and technology that would not normally be available; and

7.1.3 Opportunities for UPRM Scholar(s) to become involved in research projects of joint interest to the government, academia, and industry.


7.2 The benefits to AFRL include:

7.2.1 Enhancement of AFRL scientists and engineers through exposure to UPRM Scholar(s) working in relevant areas of research; and

7.2.2 Promoting the education of scientists and engineers.

ARTICLE 8. PARTNERSHIP ADMINISTRATION

8.1 The administration of this Agreement and the coordination of specific activities which comprise this program will be the joint responsibility of the designated program managers from AFRL and the UPRM, as indicated in Article 14 Notices. The program managers will work to identify, select, and prioritize the activities in which the Parties engage pursuant to this Agreement and will ensure that program activities meet the statutory and regulatory requirements of both the Federal Government and the Department of the Air Force and the UPRM.



8.2 Both Parties agree to keep reports, working and assistance sheets, and other documents related with the services object of this contract, so they can be audited or copied by the Office of Internal Auditors of the University of Puerto Rico, by an external audit firm hired by UPRM, or by the Office of the Controller of Puerto Rico in their auditing of UPRM. The audits will be made in reasonable dates during the course of the services or after rendering the same according to audit practices generally known. Such documents will be kept for a period of no less than six (6) years commencing on the date of the last signature affixed below or until an investigation by the Office of the Controller of Puerto Rico is made, whichever comes first.


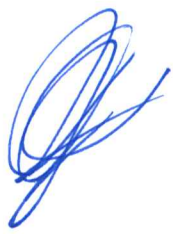
8.3 AFRL and UPRM agree that there shall be no discrimination by reason of age, sex, race, color, birth, origin or social condition, physical or mental impairment, political or religious belief of veteran status in employment, contracting, and subcontracting practices in the performance of this agreement.

8.4 Neither Party shall use the name of the other Party, its initials, stamp, logos, seal, or any other identifying emblem or distinctive symbol of the other Party without the express written authorization of the Party to which said objects belong.

ARTICLE 9. LIABILITIES

- 9.1 As between the Parties, each Party acknowledges that it will be responsible for claims or damages arising from personal injury or damage to persons or property to the extent they result from negligence of its employees, agents, instructors, or students.
- 9.2 Neither of the Parties shall assume any liabilities on behalf of the other Party. As to liability to each other, the Parties 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. Additionally, this Agreement shall not be construed to limit the sovereign immunity of the Commonwealth of Puerto Rico and the University of Puerto Rico.

ARTICLE 10. FORCE MAJEURE

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- 10.1 Neither Party shall be liable for any unforeseeable event beyond its reasonable control not caused by the fault or negligence of such Party, which causes such Party to be unable to perform its obligations under this Agreement (and which it has been unable to overcome by the exercise of due diligence), including, but not limited to, flood, drought, earthquake, storm, fire, pestilence, lightning and other natural catastrophes, epidemic, war, riot, civic disturbance or disobedience, strikes, labor disputes, or failure, threat of failure, or sabotage, or any order or injunction made by a court or public agency. In the event of the occurrence of such a force majeure event, the Party unable to perform shall promptly notify the other Party. It shall further use its best efforts to resume performance as quickly as possible and shall suspend performance only for such period of time as is necessary as a result of the force majeure event.
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ARTICLE 11. DELIVERABLES

- 11.1 The AFRL/Ry equipment may be used by undergraduate, masters, or PhD students to conduct research investigations in a wide variety of topic areas over the course of this Agreement. Specific deliverables and schedules will be established by the AFRL/Ry program manager at time of project assignment with the concurrence of the UPRM Program Manager and UPRM participants. All research results will be shared, to include a copy of theses and dissertations, along with periodic progress reports, as deemed appropriate by the AFRL/Ry program manager.

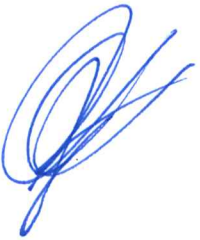
ARTICLE 12. RISK OF LOSS

- 12.1 The UPRM shall return all government-owned equipment loaned under this Agreement to AFRL/Ry in good working order, normal wear and tear excepted, at the end of this agreement. While in the care or possession of the UPRM, the equipment

shall be covered by the UPRM insurance program. Any modifications or repairs to the government-owned equipment that the UPRM may find necessary to make shall be performed only after receiving written approval of the AFRL/R.Y. Any such repair or modification shall be at the expense of the UPRM and shall not affect the title of AFRL/R.Y to said hardware and software.

ARTICLE 13. PERIOD OF AGREEMENT

- 13.1 **Term and Extension.** The term of this Agreement is for a period of **Sixty (60) months**, commencing on the date of the last signature affixed below. This Agreement shall expire at the end of this term unless both parties hereto agree in writing to extend it further. Expiration of this Agreement shall not affect the rights and obligations of the parties accrued prior to expiration.
- 13.2 **Modification.** If any Party requests modification of this Agreement, including extension of this Agreement, the Parties shall, upon reasonable notice of the proposed modification by the Party desiring the change, confer in good faith to determine the feasibility of such modification. Modifications shall not be effective until a written amendment is signed by duly authorized representatives of the Parties.
- 13.3 **Future Agreements.** Any future agreement shall be made in writing and should such agreement require the transfer of money, such agreement shall be reviewed and approved by the University of Puerto Rico - Research and Development Center.
- 13.3 **Termination.** Either party may terminate this Agreement for any reason upon delivery of written notice to the other party at least **Thirty (30) days** prior to such termination. Termination of this Agreement shall not affect the rights and obligations of the parties accrued prior to the date of termination of this Agreement. In the event of termination by either party, each party shall be responsible for its own costs incurred through the date of termination, as well as its own costs incurred after the date of termination and which are related to the termination. If AFRL/R.Y terminates this Agreement, it shall not be liable to UPRM or its contractors or subcontractors for any costs resulting from or related to the termination, including, but not limited to, consequential damages or any other costs.




ARTICLE 14. NOTICES


14.1 Notices specified in this *Agreement* shall be deemed made if given and addressed as set forth below.

A. Send formal notices under this *Agreement* by prepaid First Class U.S. Mail to:

Air Force Activity: AFRL/RYOX
Attn: Beverley Thompson
Technology Transfer Manager
2241 Avionics Circle Bldg 620
Wright-Patterson AFB, OH 45433
Phone: (937) 904-9771
Fax: (937) 656-4676
Email: beverley.thompson@wpafb.af.mil



Collaborator: The University of Puerto Rico at Mayaguez
Attn: Dr. Nelson Sepulveda
Professor
PO Box 9000
Mayaguez PR 00681-9000
Phone: (787)832-4040



IN WITNESS WHEREOF, the Parties have executed this *Agreement* in duplicate through their duly authorized representatives as follows:

UPRM

The University of Puerto Rico at
Mayaguez

DR. JORGE RIVERA-SANTOS



(Signature of Official) *Yomte*

ACTING CHANCELLOR

UPRM
CALL BOX 9000
Mayaguez PR 00681-9000

April 26, 2010

(Date Signed)

AFRL/RV

Air Force Research Laboratory
Sensors Directorate

DAVID M. JEROME



(Signature of Official)

DIRECTOR
SENSORS DIRECTORATE

AFRL/RV
2241 Avionics Circle
Wright-Patterson AFB, OH 45433

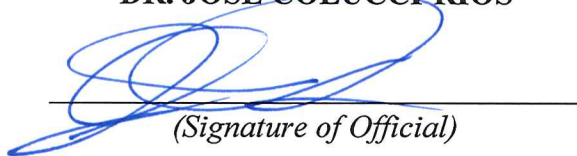
8 AUGUST 2010

(Date Signed)

UPRM

Research and Development Center

DR. JOSE COLUCCI-RIOS



(Signature of Official)

DIRECTOR
UPRM
CALL BOX 9001

Mayaguez PR 00681-9001