

EDUCATION PARTNERSHIP AGREEMENT

FOR

Undersea Technologies

BETWEEN THE

University of Puerto Rico at Mayagüez

AND THE

Naval Undersea Warfare Center

Division Newport

Education Partnership Agreement

This Education Partnership Agreement is entered into by and between the University of Puerto Rico at Mayagüez, hereinafter referred to as UPRM and located in Mayagüez, PR, and the United States of America, as represented by the Department of the Navy, Naval Undersea Warfare Center, Division Newport, hereinafter known as NUWCDIVNPT.

a. Whereas, Congress in enacting Public Law 101-510 (5 November 1990) and Title 10 United States Code Section 2194, Education Partnerships for the purpose of encouraging and enhancing study in scientific disciplines at all levels of education; and

b. Whereas, Title 10 United States Code Section 2194, Education Partnerships require the Secretary of Defense to authorize each defense laboratory to enter into one or more Education Partnership Agreements with educational institutions in the United States, including local education agencies, colleges, universities and nonprofit institutions that are dedicated to improving science, mathematics and engineering education; and

c. Whereas, NUWCDIVNPT has a history spanning over 50 years of world-class research and development in undersea technologies, and

d. Whereas, NUWCDIVNPT currently possesses a broad spectrum of skills, facilities, personnel, special equipment, information, computer software and know-how pertaining to Undersea Technologies; and

e. Whereas, NUWCDIVNPT and UPRM desire to cooperate in developing a program under which UPRM students in science, mathematics, engineering and computer science may be given academic credit for work on defense laboratory research projects pertaining to Undersea Technologies and

f. Whereas, UPRM desires to involve its faculty and students in utilizing the outstanding scientific, technological and undersea technology resources of NUWCDIVNPT.

Now, Therefore, the Parties hereto agree as follows:

1.0 PURPOSE

The purpose of this Education Partnership Agreement is to aid in the education of UPRM students by providing a mechanism by which selected students can undertake research projects and by which students and faculty of UPRM can benefit from the staff expertise, unique facilities and equipment related to Undersea Technologies available from NUWCDIVNPT through this Agreement. NUWCDIVNPT's contributions to this partnership will help to encourage student interest in the Undersea Technologies applications of their individual disciplines; may benefit the laboratory in terms of advance training of future employees; and may benefit the country by exposing students to career opportunities in government research and development.

2.0 REQUIREMENTS

2.1 Responsibilities of NUWCDIVNPT

2.1.1 NUWCDIVNPT may transfer to UPRM defense laboratory equipment, determined by the director (Commander) to be surplus, to support UPRM's educational mission.

2.1.2 NUWCDIVNPT may loan defense laboratory equipment to UPRM for educational purposes.

2.1.3 NUWCDIVNPT will provide personnel, equipment, and facilities to establish a program to allow selected UPRM students the opportunity to work at NUWCDIVNPT on research projects in Undersea Technologies.

2.1.4 NUWCDIVNPT may suggest appropriate projects suitable for student participation. It is understood that projects will normally be of an extent and sophistication commensurate with either senior level undergraduate or advanced degree work. NUWCDIVNPT will also be responsible for determining if any laboratory research and development project on which a UPRM student or faculty member works or is involved with contains information which is proprietary or restricted for export or military critical technologies, and NUWCDIVNPT will notify UPRM students or faculty members to comply with paragraph 4.2 of this Agreement. NUWCDIVNPT may require UPRM faculty members who wish to participate in projects under this agreement to sign agreements restricting disclosure of certain information.

2.1.5 NUWCDIVNPT will provide students with appropriate guidance from staff scientists and engineers to ensure that projects meet the standards of UPRM and NUWCDIVNPT. Student projects should be structured along the lines of typical laboratory work and therefore be representative of meaningful on-the-job experience.

2.1.6 In accordance with Federal policy, the NUWCDIVNPT director will place a priority on accepting students suggested by UPRM who are women, members of minority groups, or other groups of individuals who are traditionally involved in science and engineering professions in disproportionately low numbers.

2.1.7 The level of effort to be expended by NUWCDIVNPT on any activity under this Agreement shall be within the discretion of NUWCDIVNPT

2.2 Responsibilities of UPRM

2.2.1 UPRM will specifically designate a faculty member to serve as liaison with NUWCDIVNPT concerning the structure and conduct of this Partnership Program. Additionally, each student involved in work with NUWCDIVNPT will have a faculty advisor appointed by UPRM. The UPRM faculty advisor will work with the student and the NUWCDIVNPT staff in a cooperative effort to guide and monitor the student's work at NUWCDIVNPT. The UPRM faculty advisor will have the final responsibility for determining the student's course grade after consultation with the NUWCDIVNPT staff involved in the project.

2.2.2 Students satisfactorily completing participation in the Program may receive academic credit in the appropriate degree program, in accordance with established UPRM policies.

2.2.2.1 Undergraduate students participating in the Program may obtain academic credit through an appropriate senior level project-oriented course of their specific degree program, in accordance with established UPRM policies. The course requirements would include a formal written and/or oral report of the project results.

2.2.2.2 Graduate student involvement in the Program will usually be in the form of work which may serve as the basis for a thesis or a project. The student's advisor will serve as the faculty advisor described in paragraph 2.2.1. To obtain graduate academic credit for thesis or project work, established UPRM policy must be followed.

2.2.2.3 Acknowledgment of NUWCDIVNPT participation in any report or thesis, or subsequent presentations or publications resulting from work performed under this Agreement shall not be made unless prior approval from the Commander is obtained. By entering into the Agreement, NUWCDIVNPT does not directly or indirectly endorse any opinions or facts stated in any report, thesis, presentation, or publication made by any participating students or faculty of UPRM. The Program participants and/or UPRM shall not in any way imply that this Agreement is an endorsement of any such opinions or facts presented in any fashion.

2.2.2.4 NUWCDIVNPT, UPRM and participating students and faculty agree to confer and consult with each other prior to publication or other public disclosure of the results of work under this Agreement to ensure that no proprietary

information or military critical technology is released. Furthermore, prior to submitting a report, thesis or manuscript for publication or before any public disclosure, each party will offer the other party an opportunity to review such proposed report, thesis, publication, or disclosure, to submit objections, and to file applications for letters patent (if necessary) in a timely manner, but in any case such review shall not delay release of publication for more than 45 days from submission.

2.3 Funding

Each Party will be responsible for its own funding.

3.0 WARRANTIES

3.1 Of NUWCDIVNPT

NUWCDIVNPT hereby warrants to UPRM that the performance of the activities specified by this Agreement is consistent with the mission of NUWCDIVNPT, and that the official executing this Agreement has the requisite authority to do so.

3.2 Of UPRM

UPRM hereby warrants to NUWCDIVNPT that, as of the date hereof, it is an educational institution, under the definition of, and as required by 10 U.S.C. 2194, dedicated to improving science, mathematics, and engineering education; and that it has the requisite power and authority to enter into this Agreement and to perform according to the terms thereof. This authority is pursuant to Law 1 of January 20, 1966, as amended, know as Law of the University of Puerto Rico, 18 LPRC §601ss.

4.0 CONDITIONS AND LIABILITIES

The following conditions and liabilities will apply to this program.

4.1 UPRM students and faculty will abide by NUWCDIVNPT rules for security, safety, and general conduct while at NUWCDIVNPT.

91. 4.2 UPRM students and faculty participating in the Program will not be required to obtain security clearances. Project completion will not require access to classified information. If work on projects requires UPRM student or faculty access to proprietary information in NUWCDIVNPT possession or information for which export is restricted, NUWCDIVNPT may allow work on the project on a case-by-case basis. In such circumstances, NUWCDIVNPT may require UPRM students and faculty to sign a standard nondisclosure agreement.

4.3 NUWCDIVNPT Liabilities

NUWCDIVNPT's responsibility for injury or loss of property or personal injury or death caused by the negligent or wrongful act or omission of any employee of NUWCDIVNPT while acting within the scope of his office or employment will be in conformance with

the Federal Tort Claims Act (28 U.S.C. Section 2671 et seq.). Except as provided by the Federal Tort Claims Act, NUWCDIVNPT shall not be liable to UPRM for any claims whatsoever, including loss of revenue or other indirect or consequential damages.

4.4 Indemnification by UPRM

UPRM will agree to indemnify and hold harmless the United States, its agents, and employees against any and all liability or claims for personal injury or death, failure of or damage to experiments or equipment, or for the loss of or damage to any property of students, faculty or other persons, resulting directly from the use by UPRM or its personnel of NUWCDIVNPT facilities. Such liability shall include any injury occurring to or caused by a student or faculty member while involved in the performance of duties under this program. This indemnification shall not apply to any liability or claims resulting directly from the negligent acts or omissions of NUWCDIVNPT and its employees. This provision shall survive termination of this Agreement.

4.5 Force Majeure

No Party shall be liable for the consequences of any unforeseeable force majeure event that (1) is beyond their reasonable control, (2) is not caused by the fault or negligence of such Party, (3) causes such Party to be unable to perform its obligations under this Agreement and (4) cannot be overcome by the exercise of due diligence. In the event of the occurrence of a force majeure event, the Party unable to perform shall promptly notify the other Party. It shall further pursue its best efforts to resume 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.

5.0 ADMINISTRATION

The administration of this Partnership Program and the coordination of the specific activities which comprise the program will be the joint responsibility of the designated program managers from each institution.

Dr. Theresa Baus will serve as the Partnership Program Manager (PPM) on behalf of NUWCDIVNPT. The NUWCDIVNPT PPM will work with the UPRM PPM to identify specific activities to be undertaken at any given time. The NUWCDIVNPT PPM will assure that program activities meet the legal and administrative requirements of the United States Government and the Department of the Navy. If Dr. Baus becomes unavailable for continued service as PPM, NUWCDIVNPT will designate a successor PPM.

Prof. José A. Frontera, Esq of UPRM, will serve as PPM on behalf of UPRM. The UPRM PPM will coordinate program activities with the DIVNPT PPM and ensure that they comply with the legal and administrative requirements of UPRM. If Prof. Frontera becomes unavailable for continued service as PPM, UPRM will designate a successor PPM.

6.0 GENERAL PROVISIONS

6.1 Entire Agreement

This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes any prior understanding or written or oral agreement relative to said matter.

6.2 Severability

The illegality or invalidity of any provisions of this Agreement shall not impair, affect or invalidate the other provisions of this Agreement.

6.3 Headings

Titles and headings of the sections and subsections of this Agreement are for convenience of reference only and do not form a part of this Agreement and shall in no way affect the interpretation thereof.

6.4 Governing Laws

The Parties agree that the laws of the United States of America as applied by the Federal Courts shall govern this Agreement for all purposes.

6.5 Termination by Mutual Consent and Unilateral Termination

UPRM and NUWCDIVNPT may elect to terminate this Agreement at any time by mutual consent. Either Party may unilaterally terminate this entire Agreement at any time by giving the other Party written notice not less than thirty (30) days prior to the desired termination date. In the event of mutual or unilateral termination, the Parties shall specify the disposition of all activities accomplished or in progress, arising from or performed under this Agreement, and they shall specify the disposal of all property in a manner consistent with this Agreement, and property disposal laws and regulations.

6.6 Activities performed under this Agreement should be available to all students and Faculty members of UPRM who comply with the technical capacities and abilities to participate in them and no discrimination on the basis of race, religion, social or national origin, gender, age or political affiliation will be permitted.

J. 6.7 Any modifications, amendments, special specifications or variations of this agreement must be agreed by mutual consent and included as attachments to this agreement.

7.0 PERIOD OF AGREEMENT


This Agreement will remain in effect for sixty (60) months unless terminated by the participating organizations. At the conclusion of this term it may be extended by mutual written agreement of the Parties. Modifications can be made at any time by mutual agreement of the signatories or their successors.

8.0 SURVIVING PROVISIONS

The articles covering Conditions and Liabilities, General Provisions and Surviving Provisions shall survive the termination of this Agreement

9.0 SIGNATURES

University of Puerto Rico at Mayagüez




DR. JORGE I. VELEZ-AROCHO
Chancellor

Date: March 11, 2008

Naval Undersea Warfare Center, Division Newport



P. J. LEFEBVRE
Division Technical Director



M. W. BYMAN
Captain, U.S. Navy Commander

Date: 11 March 2008

Date: 11 March 2008