

Agreement No.:

Parties to Agreement: The Puerto Rico Science, Technology and Research Trust and UPR-Mayagüez

SPONSORSHIP AGREEMENT

by and between

THE PUERTO RICO SCIENCE, TECHNOLOGY AND RESEARCH TRUST

and

**UNIVERSIDAD DE PUERTO RICO - RECINTO UNIVERSITARIO DE
MAYAGÜEZ**

("RECIPIENT")

PUERTO RICO SCIENCE, TECHNOLOGY AND RESEARCH TRUST
SPONSORSHIP AGREEMENT (the "Agreement")

AGREEMENT NUMBER -

This one-time Sponsorship Agreement by and between the Puerto Rico Science Technology and Research Trust (the "TRUST"), which TRUST was mandated by Act No. 214-2004, as amended ("Act 214-2004"), and constituted by the Trust Constitution Deed Number 23 executed on December 31, 2004 before Notary Public Jaime Arturo Riera-Seivane ("Constitution Deed"); represented in this act by its Chief Executive Officer, Luz A. Crespo Valentín, authorized to appear in the present Agreement by virtue of the power conferred by the Board of Trustees of the TRUST; and Universidad de Puerto Rico – Recinto Universitario de Mayagüez (the "RECIPIENT"), a public educational institution herein represented by its Interim Chancellor, Wilma Santiago Gabrielini, o
duly authorized to appear in representation of
RECIPIENT.

WITNESSETH

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WHEREAS, the TRUST is authorized to enter into this Agreement pursuant to the Constitution of Deed and Act No. 214-2004, to pursue its delegated duties of advancing science, technology and research;

WHEREAS, RECIPIENT has presented the TRUST a request to support the *XXIII Olimpiada Iberoamericana de Física de Puerto Rico* event (the "Event"). The Event, which will be held throughout the month of October 2018, is an international academic competition for high school students that also raises awareness on the importance of physics in Puerto Rico. Further details of Event appear in RECIPIENT'S Sponsorship Request Dated April 25th, 2018 (the "Request"), included herein as Appendix A;

WHEREAS, the Event will advance Puerto Rico's competitiveness in the knowledge economy;

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained and for other good and valuable consideration the receipt and adequacy

of which are hereby acknowledged, the TRUST and RECIPIENT (together, the "Parties") agree as follows:

TERMS AND CONDITIONS

1. Term:

a. The term of this Agreement begins on the date hereof and ends as of November 30th, 2018 (the "Expiration Date"). The Expiration Date shall also serve as the final date during which the RECIPIENT will deliver the final written report to the TRUST (see Section 7).

b. Notwithstanding the above, the TRUST reserves the right to immediately cancel this Agreement, if (i) RECIPIENT fails to comply with any of the terms, covenants, conditions or stipulations of this Agreement, including the specifications of uses of the Funding (as defined in Section 2) or (ii) any of the representations and warranties given to the TRUST are false or misleading. In such cases, the TRUST shall give RECIPIENT a Notice of Early Termination in which case the date stated in such notice shall be the Date of Early Termination. The TRUST may also immediately terminate this Agreement for lack of funds to disburse to RECIPIENT under this Agreement, provided, however, that the cancellation right the TRUST has on the basis of lack of funds shall not grant the TRUST a right to request reimbursement of Funding already disbursed unless any of the other causes for termination and reimbursement of the Funding indicated in this Agreement are present.

2. Funding Commitment: The TRUST shall sponsor RECIPIENT's Event and disburse THREE THOUSAND DOLLARS (\$3,000.00) (the "Funding") upon signature of this Agreement by the Parties. The Funding shall entail the TRUST the Curie package sponsorship and everything this package entails.

Payment shall be made solely against funds of the TRUST from Account Number 25099479-50100. The Trustees shall not be personally liable for any payment or liability under this Agreement.

3. RECIPIENT Obligations: RECIPIENT shall exclusively use the Funding for the execution of the Event ("Approved Uses") as per the Request and the Sponsorship Approval Letter Dated June 28th, 2018, herein attached as Appendix B.

4. Uses and Further Conditions for Granting the Funding: RECIPIENT agrees to expend the Funding exclusively to cover the Approved Uses and within the Term of this Agreement. During the Term of this Agreement, RECIPIENT will inform the TRUST, in writing, of any proposed material changes to RECIPIENT's Approved Uses for the

Funding. RECIPIENT may not make any material changes in the purposes, activities or budget of the Event that may impact the Approved Uses without the prior consent of the TRUST and which the TRUST shall not withhold unreasonably. Should this clause be breached, the TRUST shall immediately terminate this Agreement and RECIPIENT shall return, at the TRUST request, all Funding disbursed under this Agreement.

5. Policies Terms and Conditions: Upon approval thereof by the Board of Trustees, the TRUST shall deliver to RECIPIENT any applicable policy, which RECIPIENT shall follow as recipient of TRUST funds. Thereupon, terms and conditions of such policies shall be deemed incorporated herein as an integral part of this Agreement and RECIPIENT shall comply with such policies.
6. Credit, Publicity and Participation by the Trust: In further consideration for the Funding, RECIPIENT agrees and consents that, exclusively in connection with this agreement, the TRUST may use the names and description of RECIPIENT and the Event for information and promotion purposes without the prior approval of RECIPIENT. Other than in connection with this Agreement, the TRUST shall ask for written consent from RECIPIENT before using the names and description of the Event in TRUST promotional materials, except when performing TRUST duties and complying with other legal or regulatory requirements. RECIPIENT shall give proper credit to the TRUST in any and all marketing, publication, public or private communication, regardless of the medium used in connection with the Event, provided, however, that RECIPIENT agrees to provide the TRUST, prior to their publication to the extent applicable, with copies of marketing materials, abstracts reviews and other press materials, distribution brochures, notices of exhibition, activities, and awards, and any other pertinent information in connection with the Event. RECIPIENT also agrees that the TRUST shall have the right to have designated individuals, employees, or agents attend presentations, seminars, classes and other activities organized and held as part of the Event, including events not open to the general public.
7. Recordkeeping and Reporting. RECIPIENT agrees to provide the TRUST a final written report after full execution of the Event but before the Expiration Date. The final written report must describe the following:
- Number and list of participants that attended the Event;
 - The outcome of the Event and the benefits to Event attendees;
 - Detailed use of the Funding; and,
 - Any other relevant information to adequately maintain the TRUST informed about the use and benefits derived from the Funding granted to RECIPIENT.

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In addition, RECIPIENT will promptly inform the TRUST, by telephone and email followed up in writing of any material or significant Events that may change or affect the timing, scope, budget, objectives, publicity, changes in activities, funding sources, or anything that may affect the outcome or management of the activities related to the Event and the undertaking regarding the Approved Uses under this Agreement.

RECIPIENT agrees that all documents and records pertaining in whole or in part to this Agreement and related to the Funding under this Agreement not delivered to the TRUST by the Expiration Date under this Agreement shall be retained and properly maintained by RECIPIENT for a period of six (6) years after the Expiration Date.

8. Liability. RECIPIENT is liable for any and all debts and obligations incurred by it in connection with the Event or otherwise, and the TRUST commitment hereunder shall be limited to the Funding, provided the conditions to disbursement of the Funding are complied with by RECIPIENT.
9. Insurance. RECIPIENT shall obtain adequate general liability insurance and any other commercially recommended insurance to cover risks in connection with the Event. RECIPIENT shall upon the TRUST's request cause any such policy of insurance to name the TRUST as additional insured under the policies.
10. Taxes. RECIPIENT shall be responsible for the payment of all taxes, fees, charges and duties that may be required by law to be paid in connection with the Funding received, as applicable. RECIPIENT shall hold the TRUST safe and harmless regarding any possible taxes, fees, charges and duties that may be imposed on the TRUST as a result of the Funding specified in this agreement. This Agreement does not constitute and shall not be construed as constituting a partnership, employer/employee or principal/agent relationship nor joint venture between the TRUST and RECIPIENT. All persons furnished, used, retained or hired by or on behalf of RECIPIENT shall be considered to be solely the employees or agents of RECIPIENT, and RECIPIENT shall be responsible for the payment of any and all unemployment, social security and other payroll taxes for such persons, including any related assessments or contributions required by law.
11. Indemnification. RECIPIENT hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the TRUST, its officers, trustees, employees and agents, from and against any and all claims, demands, liabilities, judgments, proceedings, damages, costs, losses and expenses and/or suits, including reasonable attorney's fees, directly, indirectly, wholly or partially arising from or in connection with any act or omission of RECIPIENT, its employees or agents, in connection with the Event, or otherwise, and in connection with any act or omission in implementing the terms and conditions of this Agreement. This obligation shall extend beyond the termination or expiration of this Agreement.

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12. Conflicts of Interests.

(a) RECIPIENT represents and warrants that it does not have any relationship, affiliation or agreement with any of the Trustees or employees of the TRUST that could represent a conflict of interest. RECIPIENT shall disclose promptly in writing to the TRUST any relationship, affiliation, interest (personal, economic or institutional) or agreement previously existing, arising or coming to its attention after the date of this Agreement which would represent a conflict of interest. The TRUST will acknowledge receipt of such disclosure, and will indicate if it believes that there is a conflict of interest or the appearance of a conflict of interest. Such determination of conflict of interest by the TRUST will be discussed by the Parties and an appropriate remedy or correction will be implemented. If the TRUST determines that the conflict was knowingly entered into or permitted in disregard of this contractual obligation, RECIPIENT may be asked to return the Funding.

(b) No TRUSTEE has evaluated, considered, approved or executed this Agreement with RECIPIENT. RECIPIENT represents and warrants that no Trustee has or has had pecuniary, institutional or personal interest in RECIPIENT or in this Agreement.

13. Representation and Warranties:

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(a) The TRUST hereby represents and warrants that its sole motivation for entering into this Agreement is to advance its mission of promoting science, technology, research, and transfer and commercialization of products and ideas that result from local research performed in Puerto Rico, in order to develop Puerto Rico's competitiveness in the knowledge economy, and that its support is non-partisan and not for commercial purposes.

(b) RECIPIENT hereby certifies that it is duly authorized to execute, deliver and perform under this Agreement and the persons representing RECIPIENT have authorized powers to execute, deliver and perform on behalf of RECIPIENT and are not in contravention of law.

(c) RECIPIENT hereby represents that it is duly authorized to do business in Puerto Rico, and the execution, delivery and performance of this Agreement are within RECIPIENT's powers, authority, capabilities and are not in contravention of law.

(e) RECIPIENT, at all times, shall observe and comply with the provisions of all United States and Puerto Rico laws, regulations and local ordinances applicable to

the prosecution of all work covered by this Agreement, and of those ethical rules that are applicable to the Event.

(f) RECIPIENT represents and warrants that at the execution of this Agreement its representatives, employees or officers have not been convicted of, nor have pleaded guilty to, any crimes related to the public treasury, the public trust, a public function, or a fault that involves public funds or property in Puerto Rico, a state, a federal forum in any jurisdiction of the United States of America or any other country. In addition, RECIPIENT represents and warrants that as of the execution to this Agreement he has no knowledge of being the subject of any investigation in either a legislative, judicial or administrative procedure, albeit in the United States of America, Puerto Rico or any other country, of the following crimes: Illegal appropriation; Extortion; Fraud in the execution of construction Events; Fraud in the delivery of goods; Undue intervention in procurement processes, contract bids or in government operations; Bribery; Aggravated bribery; Offer to bribe; Undue influence; Crimes against public funds; Preparation of false documents; Presentation of false documents; Falsification of documents; Possession and delivery of false documents. It is expressly acknowledged that because the TRUST receives public funds and it has been entrusted duties for the benefit of the People of Puerto Rico, this representation has been determined by the TRUST to be an essential condition of this Agreement. If this representation is not correct in its entirety or in any of its parts, it shall constitute sufficient cause for the TRUST to terminate this Agreement immediately, without prior notice, and RECIPIENT will have to reimburse the TRUST any amount of money received under this Agreement. This Agreement will be immediately terminated if RECIPIENT is convicted of or pleads guilty to any of the aforementioned offenses during the term of this Agreement.

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(g) RECIPIENT hereby represents that it has no taxing obligation with the Commonwealth of Puerto Rico nor any other payment obligations with any of the Commonwealth instrumentalities, including, but not limited to, with the Puerto Rico Treasury Department, the Municipal Tax Collection Center (known by its Spanish acronym, CRIM), the Puerto Rico Department of Labor and Human Resources and the Puerto Rico State Insurance Fund. RECIPIENT is in compliance with any payment and/or retention and remittal obligation, as applicable with the *Administración para el Sustento de Menores (ASUME)*.

14. Event Materials:

a. All Event Materials, as defined in (b) below, shall be and remain the property of RECIPIENT, but a copy of such Event Materials shall be delivered by RECIPIENT to the TRUST as part of the deliverables that shall be submitted under this Agreement.

b. For purposes of this Agreement, the term “Event Materials” shall mean all products, concepts, ideas, studies, text, reports, designs, processes, techniques or know-how, documents, presentations, writings, information, drawings, campaigns, trademarks, service marks, slogans, artwork, written materials, drawings, photographs, graphic materials, audio-visual works, transcriptions, or other materials produced by RECIPIENT in connection with the Event and funded with the Funding committed hereunder, whether prepared by RECIPIENT alone or with others, and whether completed or in progress (each, a “Work”), and all drafts, notebooks, data, copies and other physical embodiments thereof, including, without limitation, all Event Materials supplied or produced in connection with any proposal submitted or work performed directly or indirectly by RECIPIENT with the Funding, whether or not patentable or registrable under copyright or similar statutes.

c. RECIPIENT shall indemnify the TRUST against any claim or suit alleging that any of the Event Material infringes upon patents, copyrights, trademarks, trade secrets or other proprietary rights of others. RECIPIENT shall pay all costs and damages, including reasonable attorney’s fees.

15. Audit RECIPIENT shall allow the TRUST, the Office of the Comptroller of Puerto Rico, or any of their duly authorized representatives, to inspect and audit all data and records of RECIPIENT pertaining to the use of the Funding and the compliance with the terms and conditions of this Agreement.

was 16. Entire Agreement. This Agreement and its Attachments constitute the entire agreement of the Parties and supersedes all prior agreements, negotiations, and understandings between the Parties with regard to the subject matter hereof. This Agreement may only be modified by a separate writing signed by the Parties.

17. No Assignment. This Agreement, and any right or obligations hereunder, is not assignable by the Parties. This Agreement is for the benefit of and is binding upon the parties hereto and their successors.

18. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Puerto Rico without regard to conflicts of law principles therein.

19. Headings. Headings have been inserted herein solely for convenience and reference and shall not be construed to affect the meanings, construction, or effect of this Agreement.

20. Severability. If and to the extent that any court of competent jurisdiction holds any provision or any part hereof to be invalid or unenforceable, such holding shall in no

way affect the validity of the remainder of this Agreement, or said validity in any other jurisdiction.

21. Waiver. The failure by any Party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement, or to exercise any right or remedy upon the breach thereof, shall not be construed as a waiver or relinquishment of the rights to require performance thereof or obtain remedies under law or this Agreement.
22. Notices. Any notices, requests, demands and other communications to be given hereunder shall be deemed effective upon receipt or refusal thereof, and shall be (i.) personally delivered, (ii.) sent by certified or registered U.S. mail, return receipt requested, postage prepaid, (iii) by reputable courier service or (iv) by facsimile (transmission confirmed), or email confirmed the same or following day by one of the methods in (i), (ii) or (iii), to the address set forth below:

To the TRUST:

P.O. Box 363475
San Juan, Puerto Rico 00936-3475
Facsimile No.: (787) 523-1599
Telephone No.: (787) 523-1593
Attn: Luz A. Crespo Valentín, CEO
Email: lcrespo@prsciencetrust.org

To the RECIPIENT:

Call Box 9000
Mayagüez, Puerto Rico 00681
Telephone No.: 787-832-4040 ext. 3878
Attn: Oficina de la Rectora
Email: rectora.uprm@upr.edu

23. Agreement shall prevail. While any Appendixes and appendices attached hereto are incorporated as an integral part to this Agreement, in case of conflict, the text of the Agreement shall prevail.
24. Acknowledgement. RECIPIENT expressly acknowledges that each and every statement made by RECIPIENT during the process of requesting the Funding and under this Agreement is an essential condition hereof, and if the required certifications, representations, warranties, guarantees and declarations are incorrect or misleading in any material respect, the TRUST shall have just cause for terminating this Agreement immediately and asking RECIPIENT to reimburse any sums of money actually received by it under this Agreement after the date upon which any of the warranties or representations made by it became untrue.

IN WITNESS THEREOF, the parties hereof sign this Agreement, in San Juan, Puerto Rico, this ____ day of _____ 2018.

UNIVERSIDAD DE PUERTO RICO - RECINTO UNIVERSITARIO DE
MAYAGÜEZ



By: Arq. Wilma Santiago Gabrielini
Title: Interim Chancellor 

PUERTO RICO SCIENCE, TECHNOLOGY AND
RESEARCH TRUST

By: Luz A. Crespo Valentín
Title: Chief Executive Officer