

**UNIVERSITY OF PUERTO RICO  
MAYAGÜEZ CAMPUS**

**AGREEMENT**

**IN APPEARANCE**

**--FIRST PARTY:** The Mayagüez Campus of the University of Puerto Rico,  
represented by its Acting Chancellor, Jorge Rivera Santos,

denominated as UPRM.

**--SECOND PARTY:** Supermercados Mr. Special, Inc.,

represented by Santos Alonso Maldonado,  
President,

A corporate resolution of June, 14 of 2011, certifies that Mr. Special Board  
of Directors authorized Mr. Santos Alonso Maldonado to sign on behalf of  
Supermercados Mr. Special Inc. in any collaboration with UPRM.

**WITNESSETH**

Both parts freely and voluntarily agree to the following:

The UPRM in 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, accept to enter in this agreement with the SECOND  
PARTY.

1. The effective date of this agreement is from June 30 of 2011 to October  
1<sup>st</sup> of 2011.
2. This AGREEMENT can be terminated in agreement of both parts as  
permitted by the University Laws and Rules and General Regulations of the  
University of Puerto Rico.
3. The SECOND PARTY will be responsible of complying with the laws  
governing the Commonwealth of Puerto Rico and those of the United  
States of America, as well as the Laws and Rules and Regulations of the  
University of Puerto Rico.
4. The UPRM benefits from public recognition of its name, symbols, logos,  
and other identifying marks. These marks give a unifying image, which is  
critical to establishing a visual presence within the world of university  
communities. This image becomes identified with the quality of UPRM's  
programs, products, and services and distinguishes it from other  
universities. UPRM has registered the names, logos, and trademarks of the  
University with the Department of State of the Commonwealth of Puerto  
Rico.

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5. The SECOND PARTY requested permission to use some of UPRM's logos, as part of their sponsorship for the celebration of the UPRM's 100 years. This sponsorship will include radio spots; TV spots; print advertising publications in newspapers; print logos in posters, danglers, banners, shoppers, stickers, wristbands, key chains, t-shirts, caps, bandanas, paw campaign, and its distribution to all seventeen (17) *Mr. Special Supermarkets*; press conference invitation; photos; electronic publications through *Mr. Special* social networks as Facebook and Twitter pages <http://www.facebook.com/SupermercadosMrSpecial> and [http://www.twitter.com/mrspecial\\_pr](http://www.twitter.com/mrspecial_pr) . The date/expected period of use of the logo is three and a half (3 ½) months. The intended reproduction of the logo is in full color and black and white.
6. The UPRM grant SECOND PARTY the authorization to use such logo in stickers, wristbands, key chains, t-shirts, caps, bandanas, copies of the paw campaign. This includes print and electronic advertising required for products marketing, during the period from June 30 of 2011 to October 1<sup>st</sup> of 2011. The contribution will be divided in two (2) phases. First, the paw campaign will run and if completed, its contribution will be \$3,000 approximately. Then begins the Centennial items sale. For every item sold, *Mr. Special* agrees to donate the full selling price minus the total cost to the UPRM Centennial Celebration fund, account no. 30270.683.000.xxxx.520.307990990101.
7. However, the form and content of all artwork used by the SECOND PARTY is subject to UPRM prior approval.
8. The logo which the SECOND PARTY is allowed to use upon approval pursuant to this letter is: the official UPRM Centennial logo which reads "*RUMbo a los 100 años de historia...*" in white with a green background and a yellow line; photos of the UPRM emblematic symbol of *Tarzán* and its paw; the UPRM emblematic building of José de Diego; and the official UPRM logo in green color. For radio and TV spots is allowed the campus name of *Recinto Universitario de Mayagüez, Colegio*; and the distinctive phrase of UPRM *Antes, Ahora y Siempre...Colegio*.
9. The UPRM is responsible to insure the proper use of those trademarks, service marks, logos, and insignias that have come to be associated with UPRM, and to protect the university's reputation, good name and image by permitting only appropriate uses and assuring that only quality products bear the institution's name, initials or marks.
10. Accordingly, the SECOND PARTY must observe the following restrictions when using the above identified logo:
  - a) The logo cannot be screened, flopped or scaled out of proportion.
  - b) No additional typography or images can be added to the logo unless our written permission is previously obtained.

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- c) The logos, marks and name of UPRM (as well as variations and identifiers and expressions) will not be used in the promotion of alcohol, tobacco, illegal or "recreational" drug products, political campaigns or promotion of political causes, profanity, racist, sexist, hateful, demeaning language or sexual acts.
  - d) Incorporation of trademarks or copyrights not owned by the University is not permitted, unless written permission for such use is obtained.
  - e) University marks may not be used to endorse or promote commercial ventures, private promotions, political campaigns or promotion of political causes, or for organizations and programs not directly sponsored by the University.
  - f) The university's trademarks are not to be used in the name of a business, logo, in advertising services or on a product in a way that could state or imply an endorsement.
  - g) The university's trademarks are not to be used in any way that discriminates against any persons or groups based on age, ancestry, belief, color, creed, disability, national origin, race, religion, sex, sexual orientation or veteran status, or in any other way that would be a violation of UPRM's anti-discrimination policies.
  - h) Upon expiration of the authorized period to use the above identified logo, Mr. Special shall refrain from further use of such logo or any further reference to them.
  - i) The above identified logo is a legally protected trademark and may not be used on products, merchandise, or any externally produced materials outside from the authorized use hereby granted. UPRM will fully prosecute the improper use of this trademark.

11. We, the parties, certify with our signatures that we have read and understood the terms herewith stipulated and fully accept all its clauses. Whereby we agree to meet and fully satisfy all the clauses indicated above by placing our initials on the left side margin of every page and by doing so this contract can legally be considered for its immediate effect.

In Mayagüez, Puerto Rico on the 30 day of June 2011.

  
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Jorge Rivera Santos, Ph.D.  
Acting Chancellor *JRS*

  
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Santos Alonso Maldonado  
Mr. Special, Inc. President