

**EDUCATION PARTNERSHIP AGREEMENT (EPA)
BETWEEN
UNITED STATES ARMY ENGINEER RESEARCH AND DEVELOPMENT CENTER
AND
UNIVERSITY OF PUERTO RICO MAYAGÜEZ**

ON THE FIRST PART: The **UNIVERSITY OF PUERTO RICO, MAYAGÜEZ CAMPUS**, an institutional unit of the University of Puerto Rico, a Public Corporation created by Puerto Rico Public Law Number 1 of January 20, 1966, as amended, represented by its Chancellor, Agustín Rullán Toro, or any person authorized by him, hereinafter referred to as UPRM.

ON THE SECOND PART: The **ENGINEER RESEARCH AND DEVELOPMENT CENTER (ERDC)**, The U.S. Army Engineer Research and Development Center (ERDC) is the premier research and development center for the U. S. Army Corp of Engineers, represented by its Director, David Pittman, duly authorized to enter into agreements pursuant to its mission, hereinafter referred to as THE SECOND PARTY.

Both UPRM and THE SECOND PARTY are herein individuals referred to as a "University" or "Party", and collectively referred to as the "Parties".

ARTICLE I. INTRODUCTION

This agreement establishes the basis for mutual understanding and cooperation between the United States Army Engineer Research and Development Center, (ERDC) and University of Puerto Rico at Mayagüez (UPRM) in the implementation of a "Partnership in Education" program.

The supportive relationship is established in recognition of the importance of science and technology education to the future political and economic well-being of the nation as well as the importance of the UPRM to the business, industrial and government institutions in this region.

ARTICLE II. PROGRAM AUTHORIZATION

The establishment of this Education Partnership is provided by DoD Directive 5535.08, Section 2.1(b)(1) (dated 22 September 2022) pursuant to the Education Partnership Act, Title 10 United States Code Section 2194. It is understood that this Education Partnership Agreement provides a framework to pursue cooperative educational collaborations.

Any exchange of funds or other tangible resources in furthering the purposes of this Agreement will require execution of a separate written instrument, such as a contract, an Intergovernmental Personnel Agreement, or a Cooperative Research and Development Agreement.

ARTICLE III. PROGRAM PURPOSE

The purpose of this partnership is to encourage and enhance study in the scientific disciplines of Science, Technology, Engineering and Mathematics (STEM).

ARTICLE IV. GENERAL SCOPE OF THE EDUCATIONAL PARTNERING AGREEMENT (EPA)

A. Examples of actions within the disciplines set forth in Article III above that may be taken by the ERDC, at its sole discretion and within appropriate authorities, to support this agreement include:

1. Loaning defense laboratory equipment to the institution for any purpose and duration in support of such agreement that an ERDC Laboratory Director considers appropriate.
2. Notwithstanding the provisions of Subtitle I of Title 40 and Division C (except sections 3302, 3501(b), 3509, 3906, 4701, and 4711) of Subtitle I of Title 41 or any provision of law or regulation relating to transfer of surplus property, transferring to the institution any computer equipment, or other scientific equipment, which is:
 - a. Commonly used by education institutions;
 - b. Surplus to the needs of the defense laboratory; and
 - c. Determined by the ERDC Director to be appropriate for support of such agreement;
3. Making laboratory personnel available to teach courses (serve as guest lecturers) or to assist in the development of courses and materials for the institution;
4. Providing in ERDC sabbatical opportunities for faculty and internship opportunities for students;
5. Involving faculty and students of the institution in defense laboratory projects, including research and technology transfer or transition projects;
6. Cooperating with the institution in developing a collaborative program under which students may be given academic credit for work on defense laboratory projects, including research and technology transfer on transition projects; and
7. Providing academic and career advice and assistance to students of the institution.

B. Examples of actions that may be taken by the UPRM to support this agreement include:

1. Collaborate with the ERDC in research of mutual interest, including cooperative research initiatives in the disciplines set forth in Article 3 above.
2. Collaborate in selected ERDC initiatives by providing comments during program development and execution.
3. Publicize the Educational and Research Program (ERP) within the University and to encourage participation of students and faculty in the program, including student employment programs within ERDC.
4. Understand the research areas of ERDC and delineate research that is complementary with the expertise of the faculty including areas of research where University students can obtain academic credit.
5. Enhance science, engineering, mathematics, and computer science education and research by exchanging scientific materials, publications, and information.
6. Identify UPRM faculty and student needs appropriate for the ERP.
7. Maintain proper records and accountability for property loaned by ERDC to the UPRM.

ARTICLE V. PROGRAM ADMINISTRATION

The administration of this partnership program and the selection of the specific activities that comprise the program will be the joint responsibility of the designated program managers from UPRM and ERDC.

Dr. Gary L. Anderton, Director of Human Capital will serve as the Partnership Program Manager (PPM) on behalf of ERDC. The ERDC PPM will work with the PPM for UPRM to identify and select participating faculty, students, and activities within the program. The ERDC PPM will coordinate the program activities with the appropriate elements within ERDC to comply with the legal and administrative requirements of the Federal Government and the Department of the Army.

Ismael Pagán-Trinidad, Professor, Civil Engineering and Surveying Department will serve as the Partnership Program Manager (PPM) on behalf of UPRM. The UPRM PPM will work with

the ERDC PPM to identify and select participating faculty, students, and activities within the program. The UPRM PPM will coordinate the program activities with the appropriate elements within UPRM to comply with the legal and administrative requirements of UPRM.

FINAL PROVISIONS

ARTICLE VI: TERM

This Agreement will remain in effect for five (5) years from the date on which it is signed by both parties, unless otherwise modified or terminated; should the signing take place separately, the term will begin on the date of the last party's signature. Modification can be made at any time by mutual agreement of the signatories or their successors. Either participating organization may withdraw from this agreement at any time by providing the partner with a 30-day written notification to that effect.

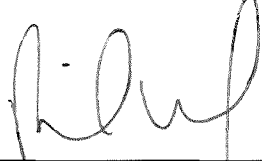
It is acknowledged by both Parties that this agreement repeals and voids the one signed in 1999 between the UPRM and the ERDC.

WITNESSING AND EXECUTION

Having read this document and made aware of the content and scope of each of its clauses, and having indicated that in its formalization there is no fraudulent intent, bad faith, or any other defect that might invalidate the agreement, the parties sign their consent, each keeping ONE/TWO (1/2) cop(y) (ies).

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as follows:

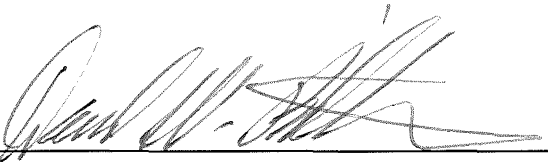
UNIVERSITY OF PUERTO RICO MAYAGÜEZ



Dr. Bienvenido Vélez
Rector Interino
AGUSTIN RULLÁN-TORO, PhD
CHANCELLOR

March 29, 2023
DATE

U.S. ARMY ENGINEER RESEARCH AND DEVELOPMENT CENTER



DAVID W. PITTMAN, PE, PhD
DIRECTOR

3/29/23
DATE


APPENDIX A
UNIVERSITY OF PUERTO RICO MAYAGÜEZ (UPRM)
AND
U.S. ARMY ENGINEER RESEARCH AND DEVELOPMENT CENTER

MINORITY INSTITUTIONS
COMMITMENT STRATEGY

This agreement establishes the basis for mutual understanding and cooperation between the U.S. Army Engineer Research and Development Center (hereinafter referred to as "ERDC") and the University of Puerto Rico Mayagüez (hereinafter referred to as "UPRM") in the mutual commitment of this Partnership in Education and Research Program.

UPRM-ERDC strategic relationship is established in recognition of the importance of STEM education towards the future political and economic well-being of the nation as well as the importance of the UPRM to the business, industrial, and governmental institutions in this region.

Throughout the years ERDC has established an educational and research relationship between ERDC and UPRM's College of Engineering, Arts and Sciences, Agricultural Sciences, and Business Administration for the purpose of accomplishing the following goals

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1. Promote the professional, educational and research development of world class engineers and scientists in Puerto Rico.
 2. Provide ERDC access to world class scientists, and other professionals of Hispanic background.

FOUNDATION

In order to promote the stated goals of this agreement, ERDC and UPRM have conducted the following activities in the last three decades:

Annually ERDC commits to offering students at UPRM research experience during the Summer Research Internship Program.

ERDC Employs numerous scientists and other professionals from UPRM as full-time permanent employees, many of which are still employed at ERDC;

Offer faculty internships to professors from UPRM at the ERDC laboratories through the Summer Faculty Program;

Collaborate on Research and Development in areas of mutual interest:

- a. Plan and execute ERDC Day – annual event on UPRM's campus to expose the campus community to all opportunities at ERDC,
- b. Participate in bi-annual meeting to discuss progress of agreement. Each party shall host the meeting on their respective campus,
- c. Continue to enhance the current activities between the two institutions
- d. Promote mutual participation and collaboration

Offer opportunities for sabbaticals and short courses at UPRM.

USE OF AGREEMENT

This agreement is for the sole use of UPRM, and ERDC towards the establishment and implementation of mutually agreed upon 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:

- a. the party intending to use the agreement for funding purposes must inform and obtain approval from the other party.
- b. However, nothing in this agreement shall be construed as an endorsement of either party for any purpose.





Universidad de Puerto Rico
Recinto Universitario de Mayagüez
Oficina del Rector



8 de marzo de 2023

Dr. Bienvenido Vélez Rivera
Decano
Colegio de Ingeniería
Recinto Universitario de Mayagüez

Estimado doctor Vélez:

Estaré en licencia ordinaria desde el miércoles, 22 de marzo de 2023 hasta el miércoles, 5 de abril de 2023. Por esta razón, le designo Rector Interino exclusivamente para los días del 22 al 31 de marzo de 2023.

Atentamente,

Agustín Rullán Toro, Ph.D.
Rector

/dta

c Decanos, Decanas y Director CID
Oficina de Recursos Humanos
Oficina de Presupuesto
Oficina de Asuntos Legales

Antes, ahora y siempre... ¡COLEGIO!

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Patrono con Igualdad de Oportunidades de Empleo - M/F/V/I