

COOPERATIVE PROJECT AGREEMENT

This Cooperative Project Agreement, including attachments hereto ("**Agreement**") is entered into between Google LLC ("**Google**"), and University of Puerto Rico- Mayaguez Campus ("**University**") as of September 9, 2019 ("**Effective Date**").

Whereas, the parties desire to participate in the cooperative project set forth in relevant attachments to this Agreement (the "**Project**") on the terms and conditions set forth in this Agreement.

Now, therefore, in consideration of the foregoing statements and the mutual promises made herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. PROJECT.

1.1 **In General.** Each party will undertake its respective responsibilities for the Project as set forth in Exhibit A.

1.2 **Relationship Managers.** Each party agrees to appoint a manager to coordinate its respective activities under this Agreement and to act as the primary point of contact for all activities hereunder (each, a "**Relationship Manager**"). The Relationship Manager for each party are as follows:

For University: Dr. Agustin Rullan Toro
For Google: Jessica Hill

The two Relationship Managers will be the individuals responsible for planning and implementing this relationship, working to resolve any disputes which may arise, and focusing priorities and resources necessary to facilitate the success of the relationship between Google and University. Google and University may each change their appointed Relationship Manager by written notification to the other party.

1.3 **Costs.** Except as otherwise set forth in this Agreement, each party will bear its own costs, expenses, risks and liabilities arising out of its performance of this Agreement. No party will have the right to any reimbursement, payment or compensation from the other party for products, resources supplied, or services performed by a party in furtherance of this Agreement, except as otherwise expressly provided under this Agreement.

2. INTELLECTUAL PROPERTY

2.1 **Ownership, Assignment, and License.** Google owns and will own all products, inventions, documents, writings and other materials created, conceived, prepared, made, discovered or produced either (i) solely by Google or (ii) jointly between Google and University in connection with the Project under this Agreement (the "**Developed Materials**"). Google will retain all copyright, patent rights, rights in trade secrets (if any), trademark rights and any other intellectual property or proprietary rights throughout the world ("**Intellectual Property Rights**") in the Developed Materials. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, to the extent University has the right, University on behalf of itself and its affiliates hereby assigns, transfers, and conveys to Google all right, title, and interest in and to the Developed Materials. University will not incorporate any proprietary information owned by any third party into any Developed Materials without Google's prior written permission. If University incorporates any proprietary information in which University has a right or interest ("**Other Property**") into the Developed Materials: (a) University will identify such Other Property in a written amendment to this Agreement agreed upon by Google and University before incorporating the Other Property into the Developed Materials; and (b) University, on behalf of itself and its affiliates, hereby grants Google a nonexclusive, fully paid-up, royalty-free, perpetual, irrevocable, worldwide license: (i) under Intellectual Property Rights (other than patent rights or trademark rights), to use,

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reproduce, modify, display, perform, sublicense and distribute the Other Property (or portions thereof) with or without the Developed Materials; and (ii) under patent rights, to make, have made, use, have used, modify, sell, offer to sell, import, export and otherwise provide, transfer, deliver or dispose of the Other Property (or portions thereof). Nothing in this Agreement grants University any rights or interest to any of Google's Intellectual Property Rights (x) created before the Effective Date, except as explicitly stated in Section 2.3, or (y) created on or after the Effective Date, except as explicitly stated in Sections 2.2 and 2.3. For the avoidance of doubt, nothing in this Agreement grants University any rights or interest to any of Google's Intellectual Property Rights created outside of the Project set forth in this Agreement. For the avoidance of doubt, Intellectual Property Rights developed solely by students or employees of University as a result of participation in the Class described in Exhibit A (for example, projects or applications developed solely by such students or employees of University) are retained by such students or employees of University.

2.2 Curriculum License. Google grants University a non-exclusive, royalty-free, perpetual, irrevocable, worldwide license to use, reproduce, modify, display, perform, and distribute any Developed Materials solely in connection with University's courses or curricula related to computer science skills.

2.3 "Google Trademarks" means Google's trade names, trademarks, service marks, logos, domain names and other distinctive brand features. Subject to the terms of this Agreement, Google grants University, during the term of this Agreement, a revocable, royalty-free, non-transferrable, non-exclusive license to use the Google Trademarks, only for the purpose of promoting and marketing the Project. University will obtain Google's written approval before using Google Trademarks in each case. University will only use Google Trademarks in accordance with the Google brand guidelines available at <http://www.google.com/permissions/guidelines.html> (or such other URL as Google may determine). University will promptly notify Google of any infringement or suspected infringement of the Google Trademarks that may come to University's knowledge and will provide reasonable assistance to Google, at Google's expense, in preventing such infringement and protecting Google's rights. Nothing in this Agreement grants University any ownership of Google Trademarks, all of which remain the exclusive property of Google. All use of the Google Trademarks by University will inure to the benefit of Google. Google may revoke the license granted under clause 2.3 at any time on reasonable notice.

2.4 "University Trademarks" means University's trade names, trademarks, logos, domain names and other distinctive brand features. To the extent necessary for Google to participate in the Project and perform its obligations under this Agreement, and to advertise Google's participation in the Project, University grants to Google a revocable, royalty-free, non-transferable, non-exclusive license to use University Trademarks and University's corporate name. Nothing in this Agreement grants Google any ownership of University Trademarks, all of which remain the exclusive property of University. All use of the University Trademarks by Google will inure to the benefit of University.

3. TERM. This Agreement will commence on the Effective Date, and will continue in effect for four (4) years unless and until terminated by either party in accordance with this Section 3 ("**Term**"). Each party will undertake its respective responsibilities relating to the Project as set out in the Project Summary, where such Project will take place for the duration of each Fall semester, commencing in August through December, of the Term (each, a "**Project Term**"). Either party may terminate this Agreement upon written notice if the other party is in material breach of this Agreement and fails to cure that breach within thirty (30) days after receiving written notice from the first party identifying the breach. Google may terminate this Agreement with immediate effect at any point outside of a Project Term upon written notice to University. Sections 2.1, 2.2, 2.4, 3, 4, 5, 6, 7, and 8 will survive any termination or expiration of this Agreement.

4. CONFIDENTIALITY AND PRIVACY. Confidential Information. The parties recognize that in the course of this Agreement, each party may obtain confidential or proprietary information of the other party ("**Confidential Information**"). The recipient of any Confidential Information will not disclose that Confidential Information without the prior consent of the other party, except to the party's affiliated companies (meaning any parent company of that party or any entity which that party directly or indirectly

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controls or which is directly or indirectly controlled by the same entity as that party), employees and/or professional advisors who need to know it and who have agreed in writing (or in the case of professional advisors are otherwise bound) to keep it confidential. The recipient will ensure that those people and entities: (a) use such Confidential Information only to exercise rights and fulfill obligations under this Agreement and (b) keep such Confidential Information confidential. Confidential Information may be disclosed (i) by recipient when required by law or (ii) by Google in the course of any legal proceeding to support any claim or defense, after giving reasonable notice to the discloser, such notice to be sufficient to give the discloser the opportunity to seek confidential treatment, a protective order or similar remedies or relief prior to disclosure. This provision does not apply to information in the public domain or developed independently by the recipient. For the avoidance of doubt, the terms of this Agreement constitute Confidential Information. The Developed Materials are Google's Confidential Information. Except for the limited use rights under this Agreement, neither party acquires any right, title, or interest in the other party's Confidential Information. Notwithstanding the foregoing, University will comply with its confidentiality obligations to the extent permitted by applicable law.

5. DEFENSE AND INDEMNITY

5.1 Obligation. To the extent permitted by applicable law, University will defend and indemnify Google and its affiliates, directors, officers, and employees against all liabilities, damages, losses, costs, fees (including legal fees), and expenses relating to any allegation or third-party legal proceeding to the extent arising from (a) University's breach of representations or warranties under this Agreement, (b) University's negligence, willful misconduct, fraud, misrepresentation, or violation of applicable law, (c) breach of Section 4 (Confidentiality and Privacy), and (d) an allegation that use of any Other Property infringes or misappropriates any third party rights, including Intellectual Property Rights.

5.2 Conditions. To request defense and indemnity by University, Google will provide notice of the claim promptly to University. University agrees that any settlement that requires Google to admit liability, pay money, or take (or refrain from taking) any action will require Google's prior written approval.

6. REPRESENTATIONS AND WARRANTIES

6.1 Warranty. Each party warrants that (i) it has full power and authority to enter into this Agreement and to perform its obligations hereunder; and (ii) entering into or performing under this Agreement will not violate any agreement or obligation it has with a third party. University further warrants that it will act in compliance with all applicable laws (including, without limitation, all applicable commercial and public anti-bribery laws) in connection with the Project and this Agreement. University warrants that University and University's directors, officers, employees and agents have not and will not offer, pay, promise or authorize the payment, directly or through any other person or entity, of anything of value for the purpose of inducing or rewarding any favorable action or influencing any act or decision in connection with Google's business to a candidate for public office or to an official or employee of a government, government-controlled entity, public international organization or political party. If University does not comply with this clause, such non-compliance will be considered a material breach of the Agreement incapable of remedy and Google may terminate the Agreement immediately.

6.2 Exclusion. UNLESS SPECIFIED IN THIS AGREEMENT, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY OF NON-INFRINGEMENT, ARE DISCLAIMED, TO THE FULLEST EXTENT PERMITTED BY LAW. ALL MATERIALS, INFORMATION AND OTHER CONTRIBUTIONS PROVIDED BY GOOGLE UNDER THIS AGREEMENT ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. LIMITATION OF LIABILITY

7.1 Limitations on Liability. SUBJECT TO SECTION 7.2:



- (a) NEITHER PARTY WILL HAVE ANY LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT FOR: (i) THE OTHER PARTY'S LOST REVENUES; (ii) INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSSES (WHETHER OR NOT FORESEEABLE OR CONTEMPLATED BY THE PARTIES AT THE EFFECTIVE DATE); OR (iii) EXEMPLARY OR PUNITIVE DAMAGES; AND
- (b) EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT IS LIMITED TO \$50,000; AND

7.2 Exceptions to Limitations. UNLESS OTHERWISE EXPLICITLY STATED, NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS EITHER PARTY'S LIABILITY FOR:

- (a) DEATH OR PERSONAL INJURY RESULTING FROM ITS NEGLIGENCE OR THE NEGLIGENCE OR ITS EMPLOYEES OR AGENTS;
- (b) FRAUD OR FRAUDULENT MISREPRESENTATION;
- (c) BREACH OF SECTION 4 (CONFIDENTIALITY);
- (d) INFRINGEMENT OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS;
- (e) UNIVERSITY'S INDEMNITY OBLIGATION UNDER SECTION 5; OR
- (f) MATTERS FOR WHICH LIABILITY CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

8. MISCELLANEOUS

8.1 Publicity. Neither party may make any public statement regarding this Agreement without the other's written approval.

8.2 Notices. All notices of termination or breach must be in writing and addressed to the other party's Legal Department. The email address for notices being sent to Google's Legal Department is legal-notices@google.com. All other notices must be in English, in writing and addressed to the other party's primary contact. Notice will be treated as given on receipt, as verified by written or automated receipt or by electronic log (as applicable).

8.3 Assignment. Neither party may assign any part of this Agreement without the written consent of the other, except to an affiliate where: (a) the assignee has agreed in writing to be bound by the terms of this Agreement; (b) the assigning party remains liable for obligations under the Agreement if the assignee defaults on them; and (c) the assigning party has notified the other party of the assignment. Any other attempt to assign is void.

8.4 Change of Control. If a party experiences a change of control (for example, through a stock purchase or sale, merger, or other form of corporate transaction): (a) that party will give written notice to the other party within 30 days after the change of control, and (b) the other party may immediately terminate this Agreement any time between the change of control and 30 days after it receives that written notice.

8.5 Subcontractors. University may not subcontract any of its obligations under this Agreement without Google's written consent. University will remain liable for all subcontracted obligations and all acts or omissions of its subcontractors.

8.6 Force Majeure. Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control.

8.7 No Waiver. Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this Agreement.

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8.8 **No Agency.** This Agreement does not create any agency, partnership, or joint venture between the parties.

8.9 **No Third Party Beneficiaries.** This Agreement does not confer any benefits on any third party unless it expressly states that it does.

8.10 **Counterparts.** The parties may execute this Agreement in counterparts, including facsimile, PDF, and other electronic copies, which taken together will constitute one instrument.

8.11 **Amendments.** Any amendment must be in writing, signed by both parties, and expressly state that it is amending this Agreement.

8.12 **Entire Agreement.** This Agreement sets out all terms agreed between the parties and supersedes all other agreements between the parties relating to its subject matter. In entering into this Agreement neither party has relied on, and neither party will have any right or remedy based on, any statement, representation or warranty (whether made negligently or innocently), except those expressly set out in this Agreement.

8.13 **Severability.** If any term (or part of a term) of this Agreement is invalid, illegal or unenforceable, the rest of the Agreement will remain in effect.

8.14 **[Intentionally Omitted]**

The parties execute this Agreement by persons duly authorized as of the Effective Date.

Google LLC:

University: *University of PR - Mayagüez*

Authorized Signature:

Authorized Signature: *[Handwritten Signature]*

Name:

Name: *Agustin Rullain-Toro*

Title:

Title: *Chancellor*

Address: 1600 Amphitheatre
Pkwy
Mountain View, CA 94043

Address: PR-108,
Mayagüez, 00682,
Puerto Rico

Date:

Date: *9/9/17*



EXHIBIT A: PROJECT SUMMARY

Project Description: Google will design an updated version of University's classes entitled: Intro. to Computer Programming I and Problem Solving and Algorithmic Thinking

(the "Class") for the Fall semester. University (including University's Computer Science Dept Chair and relevant instructors) will work with Google to develop the Class.

Project Goal: The parties will participate in the Project in an endeavor to strengthen University's students' technical talent by improving University's students' computer science skills regarding coding, algorithms, and data structures. For the avoidance of doubt, in accordance with Section 2 of the Agreement, the syllabus and course content will be owned by Google and licensed to University.

Parties' Contributions

Google:

- Google will provide an engineer ("Google Engineer") who will design the syllabus and will teach the Class during the Fall semester.
 - The Google Engineer will be available full time for the duration of each Project Term.
 - For the avoidance of doubt, any personnel provided by Google relating to Google's performance of the Project, including without limitation, the Google Engineer, will remain employees of Google, and such personnel's obligations will remain first and foremost with Google.
- Google will develop the syllabus, with input from University.
- Google will be responsible for costs incurred by the Google Engineer, including housing, travel, and meals during the course of the Project.

University:

- University will be responsible for procuring, and for paying costs relating to provision of the Class, including but not limited to: facilities, equipment, administrative costs, and all other costs normally incurred by the University related to the provision of classes to students.
 - If Google determines that it is necessary or desirable to use materials owned by third parties in the Class, University, and not Google, will be responsible for obtaining any rights or licenses necessary for such use.
- University will provide a co-instructor who will attend the Class and be capable of teaching the Class through the end of the Fall semester. If the Google Engineer becomes unable to teach the Class during the Fall semester, the co-instructor provided by University will complete the instruction and professorial duties until the Fall semester's conclusion.

