

GENERAL GRANT TERMS, CONDITIONS AND UNDERSTANDINGS

Grantee: University of Puerto Rico at Mayaguez
Amount: \$70,000
Purpose: (as described in Appendix A)
Grant Period: HFY19 (June 30, 2018 – June 28, 2019)
Report Deadline (30 days after grant period ends):

Harris Foundation, Inc. ("Foundation") is awarding this grant to you as the Grantee with the following grant terms, conditions and understandings:

TAX-EXEMPT STATUS: You are a nonprofit organization currently recognized by the Internal Revenue Service as a public charity described in sections 501(c)(3) of the Internal Revenue Code of 1986 as amended (the "Code"): **Section 170 (c) (1) government unit (public university)**

- Your tax-exempt status under sections 501(c)(3) of the Code has not changed since the issuance of the IRS determination letter which you provided to the Foundation, and **Section 170 (c) (1) government unit (public university)**
- There is no issue presently pending before any office of the Internal Revenue Service that could result in any proposed changes to your tax-exempt status under Sections 501(c)(3) of the Code. **Section 170 (c) (1) government unit (public university)**

EXPENDITURE OF FUNDS: This grant (together with any income earned upon investment of grant funds) is made solely for the purpose described above.

Unless an unrestricted grant or otherwise agreed in writing by the Foundation, any unexpended funds at the completion of the project or the end of the period shall be returned to the Foundation at the close of the grant period.

You may not expend any grant funds for any political or lobbying activity or for any purpose other than specified above.

NO ASSIGNMENT OR DELEGATION: You may not assign, or otherwise transfer, your rights or delegate any of your obligations under this grant without prior written approval from the Foundation.

RECORDS AND REPORTS (UNLESS AN UNRESTRICTED GRANT): As a condition of the grant, you shall keep a record of all receipts and expenditures relating to this grant and provide the Foundation with a written report summarizing the project or use of funds promptly following the end of the period during which you are to use all grant funds. The Foundation may contact your organization for a verbal interim report. Your final report shall briefly describe your progress in achieving the purposes of the grant and include a detailed accounting of the uses or expenditure of all grant funds. You also agree to provide any other information reasonably requested by the Foundation. The report shall include an evaluation of the project/program. You are required to keep the financial records with respect to this grant, along with copies of any reports submitted to the Foundation, for at least three years following the year in which all grant funds are fully expended. A final report is due upon completion of the grant purpose or no later than the due date listed on page one (1) of these grant terms, conditions and understandings. Any subsequent grant awards may not be funded until a final report is submitted on this and previous grant awards.

REQUIRED NOTIFICATION: You are required to provide the Foundation with immediate written notification of: (1) any changes in your organization's tax-exempt status; (2) your inability to expend the grant for the purposes described in the grant award letter.

PUBLICITY: You may not make any public statements or notifications regarding the grant without the prior written consent of the Foundation. The Foundation may include information regarding this grant, including the amount and purpose of the grant, any photographs you may have provided, your logo or trademark, or other information or materials about your organization and its activities, in The Foundation's periodic public reports, newsletters, and news releases.

RIGHT TO MODIFY OR REVOKE: The Foundation reserves the right to require a total or partial refund of any grant funds if, in the Foundation's sole discretion, such action is necessary: (1) because you have not fully complied with the terms and conditions of this grant; (2) to protect the purpose and objectives of the grant or any other charitable activities of the Foundation; or (3) to comply with the requirements of any law or regulation applicable to you, the Foundation, or this grant.

If the Foundation does not receive a signed copy of these general grant terms, conditions and understandings, subsequent grants may not be considered.

The undersigned certify they are duly elected and authorized officers of the Grantee and that, as such, are authorized to accept this grant on behalf of the Grantee, to obligate the Grantee to observe all the terms and conditions placed on this grant, and in connection with this grant to make, execute and deliver on behalf of the Grantee all grant agreements, representations, receipts, reports and other instruments of every kind.

Any modifications or amendments to these grant terms, conditions, and understandings are required to be made in writing and signed by an authorized officer of your organization and the Foundation.

APPLICABLE LAW: These grant terms, conditions, and understandings will be construed in accordance with the laws of the state of Florida, excluding its choice of law requiring application of the law of another jurisdiction.

COMPLIANCE WITH LAWS: Grantee shall observe all pertinent laws, ordinances, rules and regulations, permits, licenses and approvals that are required by law or governmental authority to perform the Project(s).

LIMITATION ON DAMAGES: To the fullest extent permitted by law, under no circumstances shall the Foundation be liable for any consequential, special, indirect, incidental or economic damages or losses arising out of any claim, demand, or action brought with respect to this Agreement.

COUNTERPARTS, SCANNED IMAGES AND FACSIMILES: This Agreement may be executed in any number of counterpart originals, each of which shall be deemed an original instrument for all purposes, but all of which shall comprise one and the same instrument. Delivery of an executed copy of this Agreement may be made by facsimile or by scanned image and a facsimile or scanned image of this Agreement shall be binding as an original.

HARRIS FOUNDATION, INC.

LA UNIVERSIDAD, en el ejercicio de las facultades y poderes que le confiere el Artículo 7 de la Ley Núm. 1, Ley de la Universidad de Puerto Rico, aprobada el 20 de enero de 1966, según enmendada, otorga el presente Contrato.



Alexandra Lee
PRESIDENT
Harris Foundation, Inc.

ACCEPTED AND AGREED TO:

University of Puerto Rico-Mayaguez

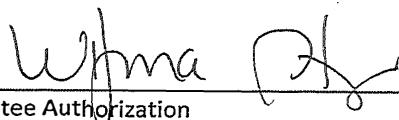
Grantee Organization Name

Wilma Santiago Gabrielini, Acting Chancellor

Grantee Authorization
(name and title printed)



Grantee Authorization
(signature)



Date

GRANTEE: UNIVERSITY OF PUERTO RICO AT MAYAGUEZ

APPENDIX A:

This grant (together with any income earned upon investment of grant funds) is made solely for the purpose of the following Project(s):

HARRIS SHARK TANK COMPETITION

Initiative to help redefine the strategy for School of Engineering to create entrepreneurs and innovators rather than employees. Use the Harris Summer Innovation Program (HSIP) with Villanova as the model. **\$10,000**

CYBERPHYSICAL SYSTEMS (CPS) & THE INTERNET OF THINGS (IOT) LAB

Design facility for fostering creative thinking in problems inspired on the application of sensing actuators, embedded systems, cloud computing, and networking for undergraduate and graduate electrical and computer engineering students. **\$40,000**

ECOS

Engineering Community Summit consisting of STEM related seminars, workshops & social activities. Grant will sponsor 25 students, with branding on the school's web page, through activities, and on relevant literature. **\$20,000**