

COOPERATION AGREEMENT

Between

The University of Puerto Rico at Ponce

And

The University of Puerto Rico at Mayagüez

PARTY OF THE FIRST PART: The University of Puerto Rico at Ponce, represented by its Acting Chancellor, Carmen A. Bracero Lugo, hereinafter referred to as "**UPR-PONCE**".

PARTY OF THE SECOND PART: The University of Puerto Rico at Mayagüez, hereinafter referred to as "**UPRM**", represented in this act by its Acting Chancellor, Wilma Santiago Gabrielini, in exercise of the duties and powers conferred upon her by the Law of the University of Puerto Rico, established by University Rules and regulations, approved January 20, 1966, as amended.

EXPOSITION

WHEREAS, both parties mutually, freely, and voluntarily agree the following clauses and conditions:

CONVENANTS

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FIRST: The "**UPRM**" through its Puerto Rico Strong Motion Program (PRSM), has chosen the Ruth Fortuño de Calzada Academic building, which is in the UPR-Ponce Campus, as a strategic location to install a photovoltaic system with at least 600W in solar panels, batteries, a voltage controller, an inverter, 2.4 GHz and 900 MHz antennas and a satellite dish to transmit the data to UPRM. Part of or all this equipment could be removed by the UPRM without un-fulfilment of this agreement. The PRSM is in charge on monitoring high intensity earthquakes in Puerto Rico and adjacent islands, and provide support to the Puerto Rico Seismic Network.

SECOND: "**UPRM**" and "**UPR-PONCE**" are part of the University of Puerto Rico and are covered by the same insurance.

THIRD: "**UPRM**" agrees to comply with "**UPR-PONCE**" policies against use and abuse of drugs and/or alcohol and prohibitions of sexual harassment.

FOURTH "**UPRM**" will permit, upon reasonable request, authorized representatives of "**UPR-PONCE**" to inspect the facilities.

FIFTH: "**UPRM**" will provide a free copy of any publication, study and result, which directly involve the equipment installed on the roof of the Academic Building, to the "**UPR-PONCE**" and mentioned its cooperation with the Program.

SIXTH: Both parties will offer their respective cooperation free of charge.

SEVEN: This agreement shall enter into force upon the last signature of the parties and will remain in force until June 30, 2023. This agreement may be altered by an amendment signed by both parties during the force period and may be rescinded by any party with a 30 day notification period.

EIGHT: Both contracting parties agree not to discriminate against any person on the grounds of race, color, sex, place of birth, age, physical or mental handicap, social origin, political or religious beliefs, sexual preferences, or status as veteran in its

admission policies, educational programs, counseling, related activities and/or employment contracting, subcontracting practices to fully comply with federal and state legislation.

NINE: No obligation under this contract shall be deemed demanded until the contract is fully registered on the Puerto Rico Office of the Comptroller as required under the dispositions of Law 18 of October 30, 1975, as amended.

TEN: If any of the clause of part of the present contract is declare null or invalidated by local or federal court or by any agency with enough jurisdiction, the rest of the contract and the remain clauses will preserve all the authority and will be enforced as if such action never happens."

ELEVEN: This agreement does not in any manner obligate "UPR-PONCE" to compromise any current or future expenditure of resources with the project.

TWELVE: Unless specified otherwise in a Project Agreement, no patent nor other intellectual property rights belonging to one party are hereby transferred or licensed to the other party under this Agreement.

THIRTEEN: Unless specifies otherwise in a Project Agreement, the parties agree:

- a. That each party retains all rights, title, and interest in and to copyrightable works created exclusively by that party.
- b. To share copyright of works created jointly by both.
- c. That all copyrighted work and copies thereof will contain an appropriate copyright notice identifying the owner(s).

FOURTEEN: "UPR-PONCE" and "UPRM" agree that neither party is an agent of the other, no authorized to enter into business negotiations, agreements, or otherwise make commitments on behalf of the other and further, neither party shall be bound by the acts of the other, unless any such acts or commitments are expressly authorized in a prior written agreement signed by and officer or authorized representative of each party.

FIFTEEN: Should a dispute under this Agreement or a project agreement arise, the parties agree that they will negotiate in good faith to resolve such dispute, before any other action.

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SIXTEEN: Both parties agrees to keep reports, working and assistance sheets, and other documents related with services object of this contract, so they can be audited or copied by the Office of Internal Auditors of the University, by the external audit firm hired by THE UNIVERSITY OF PUERTO RICO. The audits will be made in reasonable dates during the course of the services or after rendering the same according to audit practices generally known. Such documents will be kept for a period no less than six (6) years or until an investigation by the Office of the Controller of Puerto Rico is made, whichever comes first.

IN WITNESS WHEREOF, the contracting parties sign this contract thereby committing themselves to its faithful compliance in Ponce, Puerto Rico, this

Prof. Carmen A. Bracero Lugo
Acting Chancellor **UPR-Ponce**

Wilma

Prof. Wilma Santiago Gabriellini,
Acting Chancellor **UPRM**