

**DOMESTIC EXCHANGE AGREEMENT BETWEEN
HOWARD UNIVERSITY
AND
UNIVERSITY OF PUERTO RICO, MAYAGÜEZ CAMPUS-UPRM**

W I T N E S S E T H

On the one hand, the University of Puerto Rico, Mayagüez Campus, created by Act No. 1 of January 20, 1966, as amended, represented in this act by its Acting Chancellor, Wilma Santiago Gabrielini, who appears with the corresponding authorization of Dr. Darrel Hillman Barrera, Acting President of the University of Puerto Rico.

On the other hand, Howard University, represented by its President, Wayne A.I. Frederick, Sr., and Provost and Chief Academic Officer, Anthony K. Wutoh,

WHEREAS, both Universities are participants in an academic enrichment program together with Google, Inc. on the Googleplex campus (the "Program"); and

WHEREAS, Howard University (hereafter "Host Institution") will conduct academic classes as part of the Program; and

WHEREAS, University of Puerto Rico, Mayagüez (hereafter "Home Institution") desires to have its students take classes conducted by the Host Institution as part of the Program;

THEREFORE, the Host Institution and the Home Institution officially confirm the following terms of this Agreement:

RESPONSIBILITIES AND PROCEDURES

1. Student Enrollment. Prior to each semester, the Home Institution will send the Host Institution a list of students (the "List") who they intend to enroll in the Program. The List will only include students who qualify to participate in the Program and are confirmed by the Home Institution. The qualifications were previously sent to the Home Institution by Google and the Host Institution.

2. Room and Board. The students are fully responsible for provision of his/her housing and meals to the extent that they are not provided by Google, Inc. The Host Institution has no responsibility for these services, or any other services, other than the academic services named herein, under this Agreement.

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3. **Books and Incidentals.** The Host Institution may provide a list of required reading materials and other teaching aids. Neither the Host Institution nor the Home Institution is responsible for the acquisition or cost of such materials, or for other incidental items that the students might find useful for their participation in the Program.

4. **School Calendar.** Unless otherwise noticed by the Host Institution, the Host Institution's calendar will control as to pertinent dates for registration, exams, semesters and school breaks.

5. **Academic Approval.** Each institution facilitates the appropriate academic approvals required for its students to cross-register and participate in the Program. Such approvals may include the Advisor, Dean, and/or Department Chairperson of the area of instruction desired.

6. **Change in Course Registration Status.** All Academic regulations of the Home Institution govern changes in course registration. Students are subject to follow the regulations established by the Home institution. These changes pertain to: dropping and adding courses, withdrawals, change of grade type (from A-F to Pass/Fail or Credit/No Credit and/or from degree credit status to Audit).

7. **Grading.** The Host Institution faculty will report grades according to the grading system applied at the institution. The Host Institution Academic Coordinator will forward grades to counterparts at the Home Institution as soon as possible after grades are reported by the faculty. The Academic Coordinators of the Home Institution will post these to the student's record. The Academic Coordinator, Nayda Santiago, will be responsible for the compliance of this agreement. The Academic Coordinator will receive evaluation reports and the performance of the participants and will provide the Home Institution's grade most closely allied to that reported by the host institution. NOTE: The official record of work is kept only at the Home Institution, and is subject to Home Institution regulations. Time limits for making up incomplete grades are to follow the regulations set by the home institution. Less time may be required by the faculty member of the Host Institution, if students are noticed in advance.

8. **Transfer Credits.** By participating in the Program, the Host Institution will provide transfer credits to students passing courses under the Program, and the Home Institution will, at its discretion, accept and apply these credits the transcripts of its students which participate in the Program.

9. **Resident Credit.** By definition, work taken through the partnership will be treated by the Home Institution as Resident Credit. For federal, state and local reporting purposes, students are counted only in the student enrollment statistics of the home institution.

10. **Tuition and Fees.** All tuition and fees will be paid by the student at the Home Institution, Payment of tuition for courses taken through the partnership is made through the regular procedure of the Home Institution and will follow the given regulations established.

11. **Policies.** Students participating in the Program are subject to both the Host Institution and the Home Institution policies, particularly in reference to their conduct in the

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classroom. The Host Institution's policies will be applied first, in situations that occur in the classroom.

12. Academic Integrity and Conduct. Students are required to follow the regulations governing academic integrity and personal conduct at the Host Institution. In the event of academic dishonesty or misconduct, the Host Institution has the authority to proceed according to its regulations as far as the particular course and future enrollments are concerned. If the problem merits a change in the student's status, it is to be reported to the home institution's registrar by the host institution registrar. Supporting documentation will be sent to the home institution registrar. The home institution may take any additional action if deemed appropriate.

13. Disabilities Services. Students with disabilities, who have currently approved accommodations at their home institution, will provide proof of registration with the Office of Reasonable Accommodations at the student's home institution to the visiting institution's disability services office. The same accommodations need to be provided to the student by the visiting institution. The home school's disability support services office will report a student's approved accommodations to the disability support services office of the visiting institution as soon as the student intent to register is made known to the home school. Upon registration with the visiting school, the academic coordinator for the visiting school will forward registration information to the visiting institution's disability support services.

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MUTUAL TERMS AND CONDITIONS

14. Effective Date. The effective date of this Agreement will be from the date of its joint signature. In the case of separate signatures, the last signature will be taken as the initial date.

15. Term of Agreement. The term of this agreement is for one year.

16. Termination of Agreement / Teach Out Provision. Either institution may withdraw from the Agreement upon written notification to the other university. The Host Institution, however, shall honor its commitment to complete any academic semester that has already commenced at the time of such notice.

17. Nondiscrimination. The parties agree to continue their respective policies of nondiscrimination based on Title VI of the Civil Rights Act of 1964 in regard to sex, age, race, color, creed, national origin, Title IX of the Education Amendments of 1972 and other applicable laws, as well as the provisions of the Americans with Disabilities Act.

18. Interpretation of the Agreement. This Agreement is governed by the laws of the District of Columbia.

19. Modification of Agreement. This Agreement may be renewed, extended and/or modified if the parties so request, by mutual agreement and in writing, at least six (6) months prior to its expiration. Except for the specific eventualities established in this Agreement, in order for any modification, alteration or extension of the terms of this Agreement to be valid, it must be in

writing and authorized by the signatory parties prior to the execution of the agreement or obligation interested in introducing for the first time the terms of this Agreement. The request for renewal, extension and/or modification will be submitted to the Chancellor or President of the Universities, as applicable. Any modification must be submitted accompanied by an evaluation report, related to the execution of this Agreement. The modification or resolution of this Agreement may be requested, in writing, at any time by any of the parties - without prejudice to previously agreed activities which will continue until they are completed - and will be resolved on the basis of common agreement.

Should any part of this Agreement be extended or modified, unless otherwise agreed, these changes will be prospective and both parties will undertake to complete the activities.

20. Relationship of Parties. The relationship between the parties to this Agreement to each other is that of independent contractors. The relationship of the parties to this contract to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.

21. Institutional Insurance. The Home Institution and Host Institution shall assure that its regular lines of insurance, including general commercial liability and access liability coverages cover the party's participation in the Program.

22. Student Health Insurance. The Home Institution will I ensure that the students participating in the Program are enrolled in an adequate medical health insurance plan that will allow them access to healthcare in the United States. The Host Institution does not accept any responsibility for student medical care under the Program.

23. Use of Logos or Brands. The parties reserve all rights on the name, stamps, logos, coat of arms or any mark of their Institution and - in general - on the industrial and intellectual property rights, without prejudice to the possible use of them by the parties, for each specific agreement, and by mutual agreement in advance and in writing. Any advertising linked to any of the activities covered by this Agreement must incorporate the official logo of the parties. The use of the logos, and in general, the industrial property rights of each party, will always be carried out with the prior authorization of their owners. The brand or logo and badges of both parties will be used exclusively in the version that facilitates each one of them to the other, without being able to alter colors, shapes or graphic symbols. Any alteration of the logos, unless with prior authorization, will imply an infringement of the rights of the owner of the brand. Both entities will be responsible to inform each other of the means of advertising in which either party uses the brand or logo of the other.

24. Exclusivity of the Written Agreement. This document includes all the agreements and obligations agreed between the parties to this Agreement, any expression representation or verbal agreement is hereby annulled and discarded. Any action in contravention of what is expressed herein will be nulled and voided and will not create any obligation of any kind between the institutions or towards any third party interested in acting or benefiting from a modification prior to its incorporation in writing within the terms of this Agreement.

25. Protection of Personal information. The parties declare that they will comply and expressly bind themselves to comply with the corresponding national legislation of each party, overprotection of Personal Data, undertaking to make use of the data of that nature obtained as a

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result of the development of this agreement. To this end, both parties agree that the personal data of this agreement can be incorporated into files owned by each of them for the sole purpose of proceeding to the proper management of them. The exercise of rights of access, rectification, cancellation and opposition may be carried out in the terms established in the corresponding national legislations.

26. Dispute Resolution. The parties declare that the signing of this agreement and the commitments made in it are a product of their good faith, so they will take all the necessary actions for their due compliance; in case of any discrepancy or difference of point of view on its interpretation, it will always be resolved by mutual agreement by the parties with the spirit that encouraged them to sign it. If the particular difference is not resolved, the parties may terminate this agreement without any additional delay; nor will any class be liable to act in that sense.

27. Financing. The parties recognize that this agreement does not involve disbursement of funds. The parties accept and acknowledge that in the event that the parties may under this Agreement promote agreements aimed at co-financing or obtaining sources of funding from national or international competent bodies in the field of university and scientific cooperation, in relation to the University of Puerto Rico, it is subject to the provisions of the laws and regulations applicable to it and that regulate this type of financial cooperation.

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28. Custody of Documents. Both parties undertake to be custodians and keep all documents related to this Agreement, such as reports, worksheets and assistance and other documents, so that they can be examined or copied by the Office of Internal Auditors of the University of Puerto Rico by a firm of external auditors hired by the UPRM in its interventions to the UPRM. The audits will be conducted on reasonable dates during the course of the services or subsequent to them, in accordance with generally recognized auditing practices. These documents shall be kept for a period of not less than six (6) years, or until the above mentioned investigation is carried out, whichever occurs first.

29. Relief of Responsibility. Each of the parties agrees to relieve and hold harmless the other party from any legal and/or extrajudicial claim and to provide compensation for damages and/or mental or moral anguish that may be suffered by any natural or legal person, where the damages alleged to have been caused by actions, doings or negligent, careless and/or negligent omissions of each party, its agents or employees, when such damages and losses have occurred totally or partially during the realization of this Agreement.

30. Law 127 of 2004. Both Parties accept and stipulate that pursuant to Law 127 of May 31, 2004 no benefit or consideration subject to this contract may be required until it has been presented for registration in the Office of the Comptroller in accordance with the provisions of Law 18 of October 30, 1975, as amended.

31. Law 1 of January 3, 2012, Government Ethics Law. Both parties state that no UPRM employee or official has a pecuniary interest, direct or indirect in the granting of this agreement in accordance with Law 1 of January 3, 2012, known as the Government Ethics Law. Similarly, the official who represents the UPRM in this act certifies that it has no type of pecuniary interest in carrying it out. Both parties accept that they know and act in accordance with the ethical standards of their profession and under these assume responsibility for their actions.

32. Conflicts of Interest. What is agreed here does not limit the ability of THE PARTIES to freely exercise their profession, or to carry out lawful business and ensure that they do not have INTERESTS FOUND or CONFLICTS OF INTEREST.

33. Entire Agreement. This agreement may not be transferred or assigned by any of the parties without the written consent of the other party, in compliance with the regulations in force. This Agreement represents the entire understanding between the parties. No other prior or contemporaneous oral or written understandings or promises exist in regard to this relationship.

34. University of Puerto Rico, Mayaguez Campus and Howard University designate the following representatives to coordinate and manage the activities under this Domestic Exchange Agreement:

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For Howard University:
ADDRESS:

ATTENTION:
TELEPHONE:
EMAIL:

For UPR, Mayagüez Campus:
OFFICE:
UNIT:
ADDRESS:
ATTENTION:
TELEPHONE:
EMAIL:

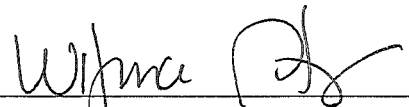
IN WITNESS WHEREOF having read the present instrument, knowing the parts of the content and scope of each of its clauses and indicating that in its celebration there is no fraud, bad faith or any other reason that vitiates their consent, authorized representatives of the parties have executed this Agreement as of the date indicated below.

Signed it in accordance, keeping each of them a one (1) exemplary. Both parties have the necessary resources to comply with the terms and conditions of the agreement.

HOWARD UNIVERSITY

UNIVERSITY OF PUERTO RICO,
MAYAGÜEZ CAMPUS

Wayne A.I. Frederick, Sr., President



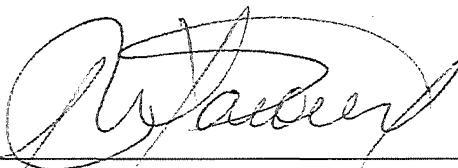
Arq. Wilma Santiago Gabrielini
Acting Chancellor

Date: _____

Date: _____

Anthony K. Wutoh
Provost and Chief of Academic Officer

RECOMMENDED BY:



Dra. Betsy Morales Caro, Dean
Deanship of Academic Affairs
University of Puerto Rico, Mayagüez Campus