

GENERAL COLLABORATION AGREEMENT


Between Purdue University, of the State of Indiana, hereinafter designated as **Purdue acting for and on behalf of its Indiana Local Technical Assistance Program**, and represented by Michael Ludwig, Director, Sponsored Program Services, as the party of the first part, and as party of the second part, the University of Puerto Rico at Mayagüez represented by its Acting Chancellor, Dr. Jorge Rivera-Santos, and hereinafter referred to as **UPRM on behalf of its Department of Civil Engineering and Surveying, University of Puerto Rico at Mayagüez**. The principals of these two institutions are the *Purdue University Local Technical Assistance Program* and the *Department of Civil Engineering and Surveying, University of Puerto Rico at Mayagüez*, respectively.

DECLARE

That they are autonomous institutions of higher education composed of a community of professors, students, and administrative personnel who are dedicated to teaching, research, social action, study, analysis, artistic creation, and the disseminations of knowledge.

To that effect the two institutions have decided to enter into a Collaboration Agreement, in accordance with the following clauses:

I. GENERAL PROVISIONS

 **First.** Purdue University (Purdue) and the University of Puerto Rico at Mayagüez (UPRM) are mutually interested in collaboration in instruction, research, and related activities in transportation.

Second. Both institutions establish herein the basis for a partnering agreement to promote the mutual understanding, cooperation, and exchange of transportation faculty and information, and to expand educational and training opportunities for transportation students at the two institutions.

Third. The two institutions designate this partnership as the “UPRM-Purdue Transportation Partnership”.

Fourth. This supportive relationship is established in recognition of the importance of transportation education and research towards the future well-being of the nation.

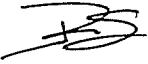
Fifth. The parties hereto do hereby record their agreement as follows:

1. To develop cooperative and collaborative activities in furtherance of the common transportation interests of the two institutions;
2. To seek opportunities to conduct collaborative research by faculty and students through participation in competitive research and other research programs, and related initiatives;

3. To participate in cooperative transportation educational and outreach endeavors in transportation;
4. To enhance and expand the transportation capacities and capabilities of each institution through the cooperative use of resources; and
5. To promote the exchange of students and faculty between the two institutions for transportation research, education, and training. As an initial activity a Summer Research Internship, as described in the Appendix, will be offered, contingent upon funding.

Sixth. For the purpose of administering this Agreement and establishing specific arrangements for each program, each university will have a coordinator or coordinating committee responsible for the definition and organization of the specific agreements between both universities.

II. FINAL PROVISIONS

1. The administration of this partnership agreement will be the joint responsibility of the designated Partnership Program Managers (here in after referred to as “PPM” from Purdue and UPRM).
2. This partnership agreement becomes effective on the day of official approval by the corresponding authorities at both institutions and will remain in effect until June 30, 2016.
-  3. This agreement shall continue valid and effect until June 30, 2016 unless terminated by either party or amended at any time to extend the term of agreement by mutual consent and in writing, for at least three (3) months before its conclusion, for the benefit of the program based on educational and research needs.
4. In case this agreement is not renovated, extended and/or modified, both parties agree to complete all activities being executed. The termination of the agreement will not affect the development and termination of the programs, projects, and activities carried out at that moment.
5. The two parties state that in the selection and treatment of students and professors there will be no discrimination on the basis of sex, race, color, place or date of birth, national origin, social status, physical or mental handicap, political or religious beliefs, or status as a military veteran.
6. The two parties are committed to maintain records of all documents related to the services discussed in this Agreement, in order that they be available for examination or copying by the Office of Internal Auditors of the University of Puerto Rico, by Purdue University, by firms of outside auditors hired by the University of Puerto Rico and/or by Purdue University, by the Comptroller's Office of Puerto Rico in its auditing of the University of Puerto Rico, and by the State of Indiana or Federal auditors in auditing Purdue University. Audits will be carried out at reasonable times during the course of the services or after their completion, in accordance with generally recognized auditing

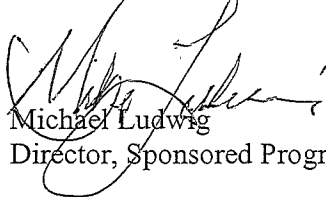
practices. Said documents will be kept for a period no less than six (6) years after the termination of the expiration of this agreement or until the Office of the Comptroller of Puerto Rico has made its investigation, whichever occurs first.

7. Each party shall be responsible for its own negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by applicable law.
8. Either party may rescind the present agreement by notification thirty (30) days prior to the date of rescission. One party may immediately cancel the agreement without prior notice upon the other party committing negligence, non-compliance or violation of a condition of the present Agreement.
9. Any publications relative to research projects performed within the framework of this Agreement shall be approved by the appropriate bodies of both universities and should state that the work was made possible by this Agreement. The parties agree that intellectual property written or produced solely by either party in furtherance of this Agreement, shall be the sole property of that party. If the intellectual property or research findings are a product of a joint effort, both parties will share ownership of all rights. At all times, both parties will acknowledge the right of the researchers to sign as authors all documents to which they have a legal right.
10. Specific collaboration agreements shall include whatever stipulations are necessary to regulate those matters pertaining to intellectual property which could result from the joint activity of the signing parties. This applies particularly to patents, invention certificates, model registries, brand names, as well as other similar and /or analogous items derived from the research endeavors.
11. Neither party will use the name of the other party, its acronym, seals, logos, shields, or any other trademark that represents said party, for any business related with the activities of this Agreement, without the express written consent of such party. However, use of either party's name may be made in internal documents, annual reports, and databases which are available to the public and which identify the existence of the project.
12. The parties declare that they sign this agreement and agree to its stipulations in good faith; and by that good faith they commit themselves to all actions that will ensure its fulfillment. Should there arise a discrepancy in interpretation, it will be resolved by the mutual consents of the parties in the same spirit which led them to sign it.
13. All representations, warranties and covenants made by the parties under this Agreement will endure the termination of such and will remain in full force and effect.

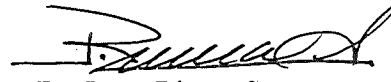
Having read this document and made aware of the content and scope of each or its clauses, and having indicated that in this formalization there is no fraudulent intent, bad faith, or any other defect that may invalidate the agreement, the parties sign their consent, each keeping two (2) copies.

In Mayaguez, Puerto Rico on this 31 day of May, 2011.

Purdue University



Michael Ludwig
Director, Sponsored Program Services

University of Puerto Rico at Mayagüez

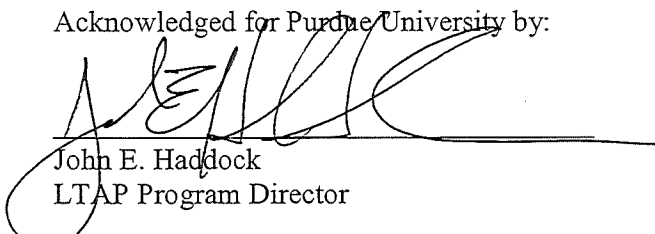

Dr. Jorge Rivera-Santos
Acting Chancellor

Identification no. of the University

Employer Social Security

Call Box 9000 
Mayagüez, PR 00681

Acknowledged for Purdue University by:


John E. Haddock
LTAP Program Director


M. Katherine Banks
Civil Engineering Department Head

APPENDIX

SUMMER STUDENT RESEARCH INTERNSHIPS

First. The initial activity to be held under the General Collaboration Agreement above shall be a summer student exchange program providing research internships primarily for undergraduate students at each university.

Second. This appendix establishes the foundations, detailed below, on which exchanges of both undergraduate and graduate students for summer research internships will be carried out for the purpose of enhancing their academic preparation.

1. Selection of Students

- a. Each institution will select students to participate in the Summer Exchange Program according to the procedures and requirements established by the host institution, and will send their records, including certification of current programs of study, academic references, and their preliminary course selection.
- b. Both institutions will work cooperatively to provide the best match between students' interests and available research projects.
- c. Prospective Principal Investigators will participate in the student selection and matching process.

2. Financial Support

- a. For 2011, the summer program is expected to be funded by the Federal Highway Administration, Universities and Grants Office / Dwight David Eisenhower Transportation Fellowship Program. Each university will abide by the terms of this program and agree to seek continuing support for any future summer internship exchanges.
- b. At the beginning of each calendar year in which the summer exchanges are to occur, the two institutions will develop the proposed program for the summer to include financial requirements and sources of financial support.

3. Program Period

- a. The internship program will run for approximately 8 weeks during the summer. It will be scheduled to overlap in large part with the host university's summer session(s) to provide opportunity for the interns to interact with enrolled students at the host university.

4. Program of Study and Course Equivalency

- a. If participating students are to be given credit for the internship experience, the university of origin will articulate to the student and to the host institution the

requirements to be fulfilled. The host institution will maintain information and records needed by the university of origin.

5. Student Rights and Responsibilities

- a. The students who have been selected will have the same rights and responsibilities that the host university envisions for its own students: they must accept and adhere to the rules and regulations of the university, and are subject to whatever sanctions may be imposed in the event failure to comply. In such cases, the university of origin will be informed.
- b. Exchange students will receive those services available and customary to regular summer students at the host university.

6. Term of the Summer Student Internships

- a. The activities associated with the 2011 Summer Student Research Internships are effective upon its execution by both parties and shall continue valid and in effect until August 2011 unless terminated by either party by giving written notice of intent to terminate.