

## GENERAL COLLABORATION AGREEMENT

Between the University of Rhode Island, Kingston Campus, hereinafter designated as **URI**, and represented by its Vice President, Robert A. Weygand, as the party of the first part, and as party of the second part, the University of Puerto Rico at Mayagüez represented by its Interim Chancellor, Dr. Jorge Rivera-Santos, and hereinafter referred to as **UPRM**. The principals of these two institutions are the *University of Rhode Island Transportation Center and the Department of Civil Engineering and Surveying, University of Puerto Rico at Mayagüez*, respectively.

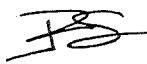
### DECLARE

That URI and UPRM 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; and

Now therefore, for those common purposes and objective URI and UPRM have decided to enter into a new Collaboration Agreement, in accordance with the following terms and conditions:

#### I. GENERAL PROVISIONS

**First.** The University of Rhode Island (URI) and the University of Puerto Rico at Mayaguez (UPRM) are mutually interested in collaboration in instruction, research, and related activities in transportation.

 **Second.** Both institutions establish herein the basis for a collaboration 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 collaboration as the "UPRM-URI 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 two institutions have conducted a summer internship program from 2005 to 2010 under the auspices of the Federal Highway Administration (FHWA), Universities and Grants Programs/Dwight David Eisenhower Transportation Fellowship Program of in which twenty seven (27) students from both Universities have successfully participated.

**Sixth.** Assessments by student and faculty participants and the acceptance for presentation at the 2005 and 2011 Transportation Research Board meeting held in Washington, D.C. of the work done as part of one of the internships demonstrate the success and effectiveness of a student internship research program.

**Seventh.** The parties therefore agree to continue their collaboration for the following purposes and objectives:

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.

**Eighth.** 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 collaboration agreement will be the joint responsibility of the designated Partnership Program Managers (hereinafter referred to as “PPM” from URITC and UPRM).
2. This collaboration agreement, reflecting the experience of the summer internship program carried out from 2005 to 2010, becomes effective on the day of official approval by the corresponding authorities at both institutions and will remain in effect until June 30, 2015 unless sooner terminated at set forth herein.
3. This agreement may be amended at any time to extend the term of agreement by mutual consent and in writing for the benefit of the program based on educational and research needs. Any party wishing to so extend the term of this agreement shall provide notice of its desire to extend the term at least ninety (90) days prior to the expiration of the existing term of this Agreement.
4. In case this agreement is not renewed, 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.

9. Any publications relative to research projects performed within the framework of this Agreement shall be approved by the appropriate bodies of both universities (which approval shall not be unreasonably withheld, conditioned or delayed) and should state that the work was made possible by this Agreement. The ownership of the intellectual property or research findings will be established according to the regulations that govern these matters in each university. 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.
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.


Having read this document and made aware of the content and scope of each of 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.

Signed on this 3 day of June, 2011.

UNIVERSITY OF RHODE ISLAND

  
Sharon B. Bell, Controller

UNIVERSITY OF PUERTO RICO  
AT MAYAGÜEZ

  
President Jorge Rivera-Santos  
Interim Chancellor

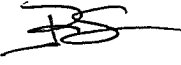
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**APPENDIX  
SUMMER STUDENT RESEARCH INTERNSHIPS**

**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**

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- 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 being underwritten 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**

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- 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.