

EDUCATION AND DEVELOPMENT PARTNERSHIP AGREEMENT

between the

UNIVERSITY OF PUERTO RICO – MAYAGÜEZ CAMPUS

and

AUTORIDAD METROPOLITANA DE AUTOBUSES

PREAMBLE:

This agreement establishes the basis for mutual understanding and cooperation between the University of Puerto Rico – Mayagüez Campus (hereinafter referred to as UPRM) represented by its Interim Chancellor Prof. Lucas Noé Avilés Rodríguez, in the exercise of the duties and powers conferred upon him by the Law of the University of Puerto Rico, established by University Rules and Regulations, approved January 20, 1966, and The Metropolitan Bus Authority of the Commonwealth of Puerto Rico, established under Law No. 5 May 11, 1959, as amended, herein represented by its President and General Manager, Dr. Alberto M. Figueroa Medina, (hereinafter referred to as AMA) in the implementation of a “Partnership in Education and Development” (PED).

This supportive relationship is established in recognition of the importance of engineering education towards the future economic well-being of Puerto Rico as well as the importance of the UPRM to the business, industrial, and governmental institutions in this region.

Throughout the past year AMA has initiated an educational and development relationship with the UPRM for the purpose of accomplishing the following goals:

1. to promote the professional, educational and research development of world class engineers and scientists in Puerto Rico, and;
2. to provide AMA access to first class engineers, scientists, and “business administrators”.

I. FOUNDATION

In order to promote the stated goals of this agreement, UPRM and AMA have conducted the following activities:

- a. Several meetings to discuss mutual interests were conducted between UPRM (represented by Prof. Ismael Pagán Trinidad, Department Director, Dr. Didier Valdés, Academic Senator and Coordinator of the Transportation Engineering Area, Dr.

REGISTRO DE CONTRATOS
TOMO 23 PAGINA 69
CONTRATO NUM. 2014-000369

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Benjamín Colucci, Director of the Transportation Technology Transfer Center of UPRM, Dr. Erick Aponte, Professor of Electrical Engineering Department, and other UPRM Faculty Members), and AMA (represented by Dr. Alberto M Figueroa Medina, President, Eng. Carlos Y. Martínez, Vice-President of Operations, and José A. Montalvo Vera, Esq. Legal Advisor) on 2013 and 2014.

- b. It was agreed to coordinate the mutual interests and the collaboration agenda with AMA personnel under the attention of Dr. Alberto M. Figueroa Medina (President).
- c. Work on a Memorandum of Understanding as an umbrella agreement to facilitate the communication among both parties.
- d. Envision a work plan for the future by promoting team building between both institutions.
- e. Promoted research and development activities of mutual interest.

II. VISION AND SCOPE OF THIS AGREEMENT

AMA is a public corporation created by Act 5 of May 11, 1959, as amended, ascribed to the Department of Transportation and Public Works of Puerto Rico (DTOP, for its Acronym in Spanish). AMA is a public transit bus service aimed to provide accessible, timely, quick, and safe bus service to 8 municipalities in the San Juan Metropolitan Area. AMA strives to improve their well-being based on its passion to do things better and its care for the future.

Given these envision mutual development goals, the two institutions are committed to enhancing and expanding the vision and scope of the institutional relationships of both parties. As such, under the general scope of this education and research partnership agreement, both institutions are committed to the following:

- a. Continue and enhance the current activities between the two institutions;
- b. Promote mutual participation and collaboration in research, teaching, and the development of projects in engineering, sciences, business administration, and pursue potential sources of external funding;
- c. Enhance first hand technology and information transfer mechanisms between both institutions and to the public;
- d. Participate in advisory and consulting activities in both institutions,
- e. Promote educational and research activities;
- f. Enrich our cultural and scientific values in our engineering, scientific and entrepreneurship community;

- g. Develop Continuing Education Programs;
- h. Promote Information and Technology Transfer activities;
- i. Assistance by AMA personnel in academic and research work conducted by UPRM;
- j. Sharing information in a form of Databases or available Real-Time information from AMA with UPRM for research and development purposes;
- k. Sharing with AMA the results of any and all research conducted by UPRM that use information provided by AMA;
- l. Participation of AMA personnel as invited speakers in Civil Engineering courses, as well as other interested disciplines;
- m. Participation of personnel from either party as external advisors to the other party;
- n. Support to on-going UPRM initiatives as students recognitions and support;
- o. Support student associations activities and competences;
- p. Support the establishment and access to AMA authorized references; and
- q. Make faculty and students available for needed technical support to AMA staff.

III. PARTNERSHIP AGREEMENT ADMINISTRATION

The administration of this partnership agreement and its implementation will be the joint responsibility of the designated Partnership Program Managers (hereinafter referred to as "PPM") from UPRM and AMA.

The PPM on behalf of AMA will be the President of AMA, currently Dr. Alberto M. Figueroa Medina (President). The AMA-PPM will work with the UPRM-PPM to identify and select participating faculty, students, and activities within the scope of this agreement. The AMA-PPM will coordinate the program activities with the appropriate elements within AMA to comply with the legal and administrative requirements of the Government and the Commonwealth of Puerto Rico.

The PPM on behalf of UPRM will be a faculty appointed by UPRM. Dr. Didier M. Valdés Díaz, Professor of Civil Engineering will be the initial PPM. This person will serve as the institutional representative for this educational and development agreement. Serving as the liaison between UPRM and AMA, the UPRM-PPM will coordinate all activities on behalf of UPRM to fulfill the commitments of UPRM under this agreement. The UPRM-PPM will serve as the point-of-contact with the AMA-PPM. As the responsible person for promoting the program and coordination with participating faculty, this person will act as a facilitator to ease the administrative transactions, follow-up in the development of each initiative, and assess the outcomes of the program. In addition, this person will assist in program development, promotion of specific development areas and coordinate the submission of deliverables to AMA.

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The specific initiatives under this agreement will be coordinated by the PPM's at each institution and subsequently they will be signed and approved by the corresponding authorities in both institutions.

IV. PERIOD OF AGREEMENT

This partnership agreement becomes effective upon the signature of both AMA and UPRM. The effective date of the agreement will be the latest of the signatories. This agreement will remain effective for five (5) years. In case the present agreement is not renewed, both parts are committed to culminate the activities that are in execution and not to affect the development and culmination of the same ones. Either party may cancel this agreement in writing for any reason upon thirty days' notice.

V. TERMINATION OR MODIFICATIONS TO THE AGREEMENT

Termination or modifications of this agreement can be made at any time during its implementation by mutual approval of the signatories herein or their successors. Either institution may withdraw from this agreement at any time by providing the other partner with a thirty (30) day written notification to that effect. Notifications are to be submitted to the PPM via U.S. Postal Service utilizing certified mail and return receipt services.

VI. USE OF AGREEMENT

This agreement is for the sole use of UPRM and AMA towards the establishment and implementation of the program goals, scopes, and outcomes. Should either party intend to utilize this agreement for the prospective obtainment of funding from federal, state, and local government sources, or that of private and public foundations and corporations, the party intending to use the agreement for funding purposes must inform and obtain approval from the other party.

The present memorandum of understanding will not be interpreted as creating legal or financial relationships between the parties not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors. The AMA is not responsible for vacation pay, sick leave, retirement benefits, social security, workers compensation, health or disability benefits, unemployment insurance benefits, or employee

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benefits of any kind. Nothing in this Agreement will create any obligations or liability between either party and a third-party. Nothing agreed upon in this memorandum of understanding will affect the rights of both parties to enter in similar agreements with other institutions. Any discrepancy on the dispositions of this agreement will be solved in common agreement between the parts.

Both parties agree to continue their respective policies of non-discrimination based on Title VII of the Civil Rights Act of 1964 in regard to sex, age, race, color, creed, national origin, sexual orientation, or status as military veteran, Title IX of the education Amendments of 1972 and other applicable sections, as well as the provisions of the Americans with Disabilities Act as amended.

The institutions are committed to maintaining records of all reports, timesheets for jobs and all other documents related to the services discussed in this agreement, in order that they are available for examination or copying by the office of the Controller of Puerto Rico, if requested. Said documents will be kept for a period of no less than six years or until the Office of the Controller of Puerto Rico has made its investigation, whichever occurs first.

The AMA shall not use the name of the University of Puerto Rico, its initials, stamp, logos, seal, or any other identifying emblem or distinctive symbol of the other institution without the express written authorization of the institution to which said objects belong. The University of Puerto Rico recognizes the right of the AMA on its own service marks, trademarks and trade names used and agree not to engage in any activity or commit any act, directly or indirectly, that may contest, dispute, or otherwise affect the right of AMA. The University of Puerto Rico does not claim any right, title or interest in or to any such service marks, trademarks, or trade, or produce similar trade names, through advertising or otherwise. From the termination of this Agreement, the University of Puerto Rico shall cease all use of AMA trademarks and trade names.

Neither the parties shall assume any liabilities to each other. As to liability to each other the parts do not waive any defense as a result of this agreement. Likewise, this provision shall not be construed to limit the University of Puerto Rico's rights, claims or defenses which arise as a matter of law pursuant to any provisions of this agreement. UPRM will exempt AMA, its officers, members, managers, employees, agents, contractors, licensees, affiliates, subsidiaries, successors and assigns from all responsibility and against any and all damages, liabilities, costs, expenses, claims and / or judgments, including, without limitation, fees and expenses (collectively, "Claims") reasonable attorneys than any of them may suffer or incur and that arise or result mainly from any gross negligence or willful misconduct of UPRM arising out of or related to the

performance of its functions under this Agreement. Likewise, AMA will exempt UPRM, its officers, members, managers, employees, agents, contractors, licensees, affiliates, subsidiaries, successors and assigns from all responsibility and against any and all damages, liabilities, costs, expenses, claims and / or judgments, including, without limitation, fees and expenses (collectively, "Claims") reasonable attorneys than any of them may suffer or incur and that arise or result mainly from any gross negligence or willful misconduct of AMA arising out of or related to the performance of its functions under this Agreement.

A Cooperative Education Practice does not commit either the cooperating industry or the student to employment after graduation.

In the event that the performance of the obligations under this Memorandum are impeded by reason of *Force Majeure*, the parties shall be released from their obligations and neither party shall be responsible for any damage sustained and have no further recourse against the other party. *Force Majeure* shall mean fire, earthquake, hurricane, flood, Act of God or natural disaster, epidemics or pandemics, nuclear explosions, strike, work stoppages, or other labor disturbance, riots or civil commotions, vandalism, war or other act of any nation, terrorism, power of government, or government agency, or any other cause which is beyond the control of the parties.

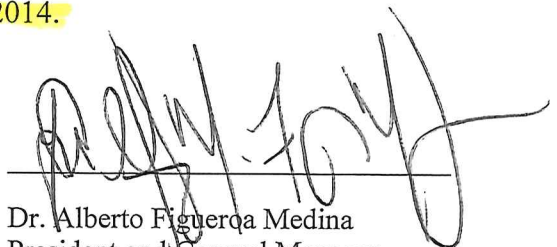
VII. SIGNATORIES

Both parties herein state that we have read and understood all terms and conditions of this agreement, and we accept it to find that collects and provides faithfully the agreement we have reached and all that we have agreed, and for legal statement, and we subscribe to the same our initials to the left margin of each page.


In Mayagüez, Puerto Rico on the 3 day of April 2014.



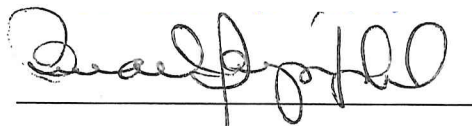
Prof. Lucas N. Avilés Rodríguez
Interim Chancellor
University of Puerto Rico – Mayagüez



Dr. Alberto Figueroa Medina
President and General Manager
Autoridad Metropolitana de Autobuses



Dr. Agustín Rullán
Interim Dean of Engineering
University of Puerto Rico – Mayagüez



Prof. Ismael Pagán Trinidad
Civil Engineering Department Chairman
University of Puerto Rico – Mayagüez