

**UNIVERSITY OF PUERTO RICO  
GOVERNING BOARD**

**NAME:** Cooperative Working Agreement RUM Campus

**CONTRACT NO.:** Contract No. 2020-000005

**COOPERATIVE WORKING AGREEMENT**

—**AS THE FIRST PARTY: The University of Puerto Rico Governing Board**, represented by its President, **Walter O. Alomar Jiménez, Esq.**,

hereinafter referred as the **COOPERATIVE EMPLOYER**. The agreement consists of the Statement of Purpose, Agreement Terms, Special Conditions, and (when the student is under 21 years of age) the Cooperative Education Working Agreement Release Form, and both parties have agreed to formalize the present Agreement and make it effective in common understanding subject to the following terms and conditions. -----

----This Agreement will be in effect from the date in which both parties sign until the **30th day of June, 2020**.-----

—**AS THE SECOND PARTY: The University of Puerto Rico, Mayagüez Campus**, represented by its chancellor, **Dr. Agustín Rullán Toro**,

hereinafter referred as the **CAMPUS**.-----

**STATEMENT OF PURPOSE**

—The overall missions of the Cooperative Education Working Agreement are:-----

—To provide Business Administration students with an integrated program of work and training

benefits sought by **BOTH PARTIES**.-----

—To create an effective and efficient system for developing highly qualified professionals.-----

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## AGREEMENT TERMS

### ADMINISTRATION OF THE PROGRAM:

----**BOTH PARTIES** will work closely together to ensure maximum program effectiveness. Each of **BOTH PARTIES** will designate their coordinator, who will be the primary contact for all matters involving the combined program. Coordinators will be responsible for the compliance of the Cooperative Education Working Agreement, and will confer periodically regarding any problems, changes or arrangements that may deem necessary for the Program.-----

### SELECTION AND ELEGIBILITY:

-----Potential participants may be recommended by the **COOPERATIVE EMPLOYER**, but the initial screening and selection will be performed by the **CAMPUS**. Candidates must be acceptable to **BOTH PARTIES**. Recommended students by the **CAMPUS** will be further screened by the **COOPERATIVE EMPLOYER**.-----

----The **COOPERATIVE EMPLOYER** will place a timely request for Student-Trainees at the **CAMPUS** in order to meet such request. Working periods have to coincide with the **CAMPUS** Academic Terms. Each **COOPERATIVE EMPLOYER'S** request will identify the academic major, student's career objectives, and the approximate date the student(s) is to begin his (her) working period.-----

----Undergraduate students are eligible for selection in this Program when they are officially enrolled and accepted by the Cooperative Education Students Program at the **CAMPUS**, and have successfully completed, at least, their first Academic Year. Graduate Students are eligible for selection in this Program when they successfully complete, at least, one (1) semester. The **CAMPUS** will only recommend for employment Student-Trainees who meet the above mentioned criteria.-----

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---All students who apply to participate in the Program will be considered for employment regardless of gender, race, creed, color, national origin or social origin. The Program will only consider students with US citizenship or legal residents.-----

----The pattern of work and study will alternate on a rotating basis with periods of work and study which are designed to conform to the Academic Semester or Summer Sessions as established in the Academic Calendar by the **CAMPUS**.-----

**WORK ASSIGNMENT PROCEDURES:**

---Initial work assignments conferred by the **COOPERATIVE EMPLOYER** have to recognize the student's academic level, and assignments with progressive difficulty can be requested.-----

----The students' first two (2) months at work with the **COOPERATIVE EMPLOYER** will be considered as a trial period in which strengths and weaknesses are carefully observed and assessed, for which help is given as required in order to improve student's performance.-----

**PROMOTION PROCEDURES:**

----Student-Trainees will enter a level consistent with their stage of Academic Year and consistent with their progress. Student-Trainees can be promoted to other various Trainees' levels as they satisfactorily complete the requirements set forth by the **COOPERATIVE EMPLOYER'S** regulations and/or standards.-----

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**QUALITY OF WORK AND STUDY FOR RETENTION WITHIN THE PROGRAM:**

---The Coordinator will ensure that the quality of both, work and study undertaken by the Cooperative Program participants is maintained at a sufficient level to merit continuance in the Program. Undergraduate students must maintain a GPA of at least 2.50, and Graduate students must maintain a GPA 3.00, and they have to demonstrate a satisfactorily performance on related work

assignments to stay in the Program. When the Student-Trainee fails to comply with minimum academic standards and performance, it can be summarily removed from the Program.-----

----The Cooperative Education Program Office will initiate the Student-Trainee removal action only when written certification of failure is received. Student-Trainees have the right to discuss with the Program Coordinator the failure notification as well all other circumstances and situations which involve unsatisfactory performance. A Student-Trainee can be also removed from the Program during a semester, if he/she displays any misconduct or attitude classified by the **COOPERATIVE EMPLOYER** as a breach of their administrative policies, university regulations and/or of the Commonwealth of Puerto Rico laws.-----

----Students-Trainees cannot interpret their intervention under this Agreement as expectancy of retention nor to obtain a permanent job position from their Cooperative Employer.-----

#### **PAYMENTS AND WORKING PERIOD:**

----Student's compensation will be paid according to the *Acuerdo de Participación en el Programa de Internado de la Oficina de Auditoría Interna* (hereinafter, "Acuerdo"), to be signed by each Student-Trainee. The Student-Trainee will still be considered as a student during its working period, which will not exceed the period established in his/her Acuerdo.-----

#### **RESPONSIBILITY:**

----The **CAMPUS** has the responsibility to provide insurance coverage for Students-Trainees during their working hours under this Agreement in the same manner and extension of its students. Said insurance coverage shall be made extensive to the Cooperative Employer and evidence of said extension shall be provided by the **CAMPUS** by the Cooperative Employer.-----

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**SPECIAL CONDITIONS:**

—*Clauses required by the University of Puerto Rico*— All clauses listed below shall appear on all CAMPUS Agreements, regardless of the University of Puerto Rico System Unit or Individual Program involved. These are clauses of outmost importance that render this Agreement legal, and they are required by various Governmental Agencies of the Commonwealth of Puerto Rico which oversee the activities of its agencies and corporations.-----

1. **BOTH PARTIES** state that in the selection and treatment of students and coordinators there will be no discrimination on the basis of sex, race, color, place or date of birth, national origin, and social status, physical or mental handicap, political or religious beliefs or status as a military veteran.-----

2. **BOTH PARTIES** are committed to maintain records of all reports, timesheets for jobs or assistantships, and all other documents related to the services discussed in this Agreement, in order to keep them available for examination by the Office of Internal Auditors of the University of Puerto Rico, by an outside firm of auditors hired by the University of Puerto Rico or by the Comptroller Office of Puerto Rico on its auditing duties over the University of Puerto Rico. Audits will be carried out at reasonable times during the course of the services or after their completion, in accordance with the generally recognized auditing. Said documents will be kept for no less than six (6) years or until the Comptroller's Office of Puerto Rico has made its investigation, whichever occurs first.-----

3. Neither the University of Puerto Rico, its Governing Board, nor its agents or employees will be liable to any other person or entity for any damages that may result from student's negligent or intentional acts or omissions while participating in the training program.-----

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4. Either party may rescind this Agreement only through a previous thirty (30) days notice. Either party can immediately cancel this Agreement without prior notice upon the commission of negligence, non compliance or violation of any condition set in this Agreement of the other party.-

**PARENT AND STUDENT RELEASE FORM:**

—Any student under legal age cannot be admitted into the Program without the written consent of its parents or legal guardian, by which they release the **CAMPUS**, the Cooperative Employer, and the University of Puerto Rico administration from responsibility and/or liability arising from negligence, damages, or misconduct as a result of events occurred outside the premises of the **CAMPUS** or as a derivate consequence of events not related or in which the **CAMPUS** does not intervene. The Release Form is an essential part of the *Acuerdos*, if applicable and this Working Agreement.-----

—**GIVEN** and set forth by **BOTH PARTIES** in San Juan, Puerto Rico, on 4 of August, 2019.  
(month) (day)

  
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**FIRST PARTY**

**WALTER O. ALOMAR JIMÉNEZ, ESQ.**  
President  
University of Puerto Rico  
Governing Board

  
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**SECOND PARTY**

**AGUSTIN RULLAN TORO, PH.D.**  
Chancellor  
University of Puerto Rico  
Mayagüez Campus