

Contract Record

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Contract# 2013-000242

University of Puerto Rico

Mayagüez Campus

**AGREEMENT AND HOLD HARMLESS RELEASE SETTLEMENT**

**(THE AGREEMENT)**

--FIRST PARTY: The University of Puerto Rico, including the Mayaguez Campus, as well as all other campuses and/or precincts, its agents, employees, departments, programs, including the Sea Grant Program -----, and Mr. Ruperto Chaparro, in his personal and official capacity, represented in this Agreement, by the Chancellor of the Mayaguez Campus of the University of Puerto Rico, Jorge Rivera Santos,

and the Director of the Sea Grant Program, Mr. Ruperto Chaparro, of

--SECOND PARTY: Dr. Miriam M. González-Hernández,

**Both parts freely and voluntarily agree to the following terms and conditions:**

The FIRST PARTY in exercise of the duties and powers conferred by the Law of the University of Puerto Rico, approved on January 20, 1966, as amended and the regulations promulgated there under, and the SECOND PARTY agree to settle all controversies and claims between them.

FIRST: THE SECOND PARTY wrote, is the sole author and owns all authorship rights, moral rights, and copyrights over a manuscript of five (5) children fables, namely "La fiesta maravillosa", "La manatí desobediente", "La sirenita hechicera", "El tiburón varado" y "El misterio de las tijerillas traviesas", all of them entitled Las Aventuras del Pelicano Cano, a list of vocabulary that accompanies each fable, a section entitled "Perlitas de conocimiento" (Pearls of

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knowledge), a bibliography, exercises for understanding each fable, a certification or diploma to the reader, and a recorded compact disk with Dr. González herself (Author's voice) narrating the fables Las Aventuras del Pelicano Cano (**hereinafter collectively referred to as the "Work"**), pursuant to the United States Copyright Act, the Puerto Rico Intellectual Property Act, the Puerto Rico Moral Rights of Authorship Act, the "Ley del Derecho Sobre la Propia Imagen", all as amended, and any other applicable federal, local or international law.

SECOND: THE FIRST PARTY published two thousand (2,000) copies of the Work and illustrations, coloring book, games and activities included in the coloring book and "Enlaces de Interés" in a hard cover book entitled Las Aventuras del Pelicano Cano (**hereinafter referred to as the "Book"**).

THIRD: THE SECOND PARTY does not claim any authorship rights over the illustrations that appear in the Book (the illustrations in the cover, in the inside cover, in the certification, in the map of Puerto Rico) nor claim any authorship rights in the coloring book, and the games and activities included in the coloring book, and/or the "Enlaces de Interés" on pages 15, 33, 63 and 79 of the Book.

FOURTH: The appearing PARTIES have agreed to settle all controversies and claims between them and they state and agree as follows:

1. The FIRST PARTY, acknowledges and accepts that the SECOND PARTY is the author of the Work and has and retains all rights of authorship, moral rights, and copyrights to and/or over the Work, pursuant to the United States Copyright Act, the Puerto Rico Intellectual Property Act, the Puerto Rico Moral Rights of Authorship Act, the "Ley del Derecho Sobre la Propia Imagen", all as amended, and any other applicable federal, local or international laws related to rights of authorship, moral rights and copyrights.
2. The FIRST PARTY agrees to pay to the SECOND PARTY the amount of five thousand dollars (\$5,000.00) and shall give to the SECOND PARTY, at no cost, twenty (20) copies of the Book, which shall be delivered by hand on the date the Agreement is formalized, to the attention of Charles Bimbela, Esq., at his offices located at Banco Bilbao Vizcaya

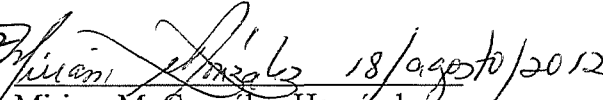
Tower, 254 Muñoz Rivera Avenue, Floor P-1, Hato Rey, Puerto Rico. Said payment will be made no later than FIFTEEN (15) days after the Agreement has been submitted for registration with the Office of the Comptroller in accordance with the provisions of the Act Number 18 of 30 October 1975, as amended.

3. Nothing in this Agreement, including (but not limited to) the method, account, concept or form of payment of the amount due under this Agreement, shall be interpreted to imply that the Work is a work-for-hire under any applicable federal, local or international laws related to rights of authorship, moral rights and copyrights. The Parties acknowledge and agree that the Work was not created pursuant to a relationship of employment between the Parties, nor created pursuant to a work-for-hire agreement between the Parties under any applicable federal, local or international laws related to rights of authorship, moral rights and copyrights.
4. The PARTIES will not publish additional copies of the Book.
5. The FIRST PARTY releases, waives and holds harmless the SECOND PARTY from any civil, criminal and/or administrative claims and/or actions of any kind that the FIRST PARTY may have against the SECOND PARTY for any expenses, acts and/or omissions related to the creation of the Work and/or publication of the Book.
6. THE SECOND PARTY releases, waives and holds harmless the FIRST PARTY from any civil, criminal and/or administrative claims and/or actions of any kind that the SECOND PARTY may have against the FIRST PARTY for any expenses, acts and/or omissions related to the publication of the Book.
7. The PARTIES release, waive and hold harmless each other from any and all responsibility for any other cause of action that might arise as a result of the facts and/or incidents set forth in this Agreement.

- 8. The present Agreement should not to be construed as an admission of guilt and/or negligence by any of the PARTIES.
- 9. The PARTIES formalize this agreement in good faith, and understand that this is the most effective and equitable solution for any claim and/or complaint that might arise as a result of the publication of the Book.
- 10. Any benefit or compensation, excluding the delivery of the twenty (20) copies of the Book, subject to this agreement will be made immediately after it has been submitted for registration with the Office of the Comptroller in accordance with the provisions of the Act Number 18 of 30 October 1975, as amended. The FIRST PARTY will make the referenced submission no later than FIVE (5) days after the Agreement is formalized.
- 11. The PARTIES represent that they have full power and authority to enter into this Agreement and to fulfill all the terms herein.
- 12. This Agreement constitutes the entire agreement between the PARTIES.
- 13. This Agreement will be executed in two (2) copies, and each copy shall constitute an original. Each PARTY shall retain one (1) executed copy of this Agreement.

IN WITNESS WHEREOF, We, the PARTIES, certify with our signatures that we have read and understood the terms herewith stipulated and fully accept all its clauses. Whereby we agree to meet and fully satisfy all the clauses indicated above by placing our initials on the left side margin of every page and by doing so this contract can legally be considered for its immediate effect.

By:  28/Nov/2012  
 Jorge Rivera Santos JM  
 Chancellor, University of Puerto Rico  
 Mayagüez Campus  
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 18/Agosto/2012  
 Miriam M. Gonzalez-Hernandez

  
 Ruperto Chaparro  
 Director, Sea Grant Pr