

UNIVERSITY OF PUERTO RICO-RECINTO UNIVERSITARIO DE MAYAGUEZ

AFFILIATION AGREEMENT

THIS AGREEMENT is by and between the following three parties:

University of Puerto Rico – Recinto Universitario de Mayagüez (hereafter "University"):

Medtronic Puerto Rico Operations Company (hereafter "Organization"):

Student Intern: 8/18//08 to 12/31/08

Student: Idalis Vázquez Mejías

Address: Carr. 174, Km. 20 Int Pozo Dulce

City/State/Zip: Caguas, PR 00725

1. **Scope of the Agreement.** This agreement shall set out the responsibilities and rights of the Site Organization, the University and the Student Intern enrolled at the University while such student is serving an internship with the Site Organization. The following definitions of terms apply to this agreement.

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"Student Intern" shall mean a student enrolled at the University and completing an academic degree program in the Department of **Industrial Engineering** who, with the consent and advice of a faculty advisor, is assigned to work under the direction of a supervisor at the Site Organization as part of degree requirements.

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"Site Organization" shall mean the organization where the student will be completing internship course requirements while working. The Site Organization representative will serve as the person designated by the Site Organization to direct and assist the student intern in fulfillment of defined educational objectives.

"University" shall mean **University of Puerto Rico Recinto Universitario de Mayaguez**. The University will be represented in regard to the execution of this agreement by the Student Intern's faculty advisor.

2. Status of the Student Intern with the Site Organization. Interns shall be under the direction and control of the Site Organization while they are on the premises of the Organization. The relationship assumed by the Student Intern and the site organization is as a student intern, and no employment relationship is established hereby.
3. Status of the Intern with the University. The university's relationship with the student intern is solely an academic relationship. There is no employment relationship.
4. Placement of Interns. The placement of Interns shall be a cooperative venture involving the University, the Site Organization, and the Student Intern. Placement of a Student Intern may be initiated by the University or the Student Intern but the ultimate responsibility of obtaining an internship lies with the Student Intern. It is the responsibility of the student to research potential sites, observe the environment, and assess the fit between the student and the Site Organization prior to accepting the internship assignment. Once done, the Site Organization will evaluate the intern for purposes of accepting the appointment of the student intern at the site in order to complete academic requirements.
5. Termination or Change of Assignments. Either the Site Organization or the University may, at any time, change or terminate the assignment of the Student Intern. Before doing so, each party shall provide the other party with a written notice and reason for the desired termination. All parties shall make a reasonable effort to maintain a cooperative relationship when appropriate. The Student Intern shall notify the faculty advisor immediately if desiring termination of this agreement for any reason.
6. Internship Responsibilities. All responsibilities of the Student Intern shall be subject to the rules and policies of the Site Organization and performed under the direction of the assigned Mentor.
 - a. The Site Organization Representative/Mentor is responsible for:
 - i. informing the Student Intern about all policies and procedures of the Site Organization;
 - ii. coordination/supervising the work assignments/projects of the Student Intern while serving the internship and while on the Organization's premises;
 - iii. providing adequate workspace, lighting, telephone, computer hardware and software, supplies, etc., as needed for the Student Intern to effectively meet educational objectives.
 - b. The University Supervisor and any other designated representative of the University shall have approval, at all reasonable times, to visit the Student

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Intern at the Site Organization for the purpose of observation and evaluation.

- c. The University's academic role is to assist in defining and evaluating educational objectives.
 - d. The Site Organization Mentor shall file such reports to the University Supervisor as shall be mutually agreed upon.
 - e. The Student Intern is responsible for:
 - i. Communicating with the University faculty advisor in accordance with a schedule as defined by the University faculty advisor;
 - ii. Adhering to all Site Organization policies and procedures;
 - iii. Completing all assignments and projects as defined by the University faculty advisor and Site Organization supervisor.
7. Intern Evaluation. The University faculty advisor will be responsible for the final evaluation and grade determination for the student intern after consideration of input from the Site Organization representative, the student, and the student's performance in completing defined internship course objectives.
8. Length of Agreement. This agreement shall be effective when executed by all parties for the period beginning at the first day of the current semester and ending on the last day of the current semester.
9. Compensation - Site Organization and the Student Intern. The Site Organization may or may not agree to some type of compensation for the Student Intern. Notwithstanding the latter, and subject to the same, the Site Organization will pay the Student Intern a stipend of **\$12.00** per hour on a **bi-weekly** basis. Any stipends will be paid by the Site Organization directly to the Student Intern. Moreover, the Site Organization and the Student Intern agree that the internship shall be for the student's benefit, and for purposes of allowing the intern to earn academic credit.
10. Compensation - University and the Student Intern. The University offers no compensation to the Site Organization or the Student Intern. The Student Intern shall enroll in the respective internship course and pay tuition and fees to the University in accordance to University policies and procedures.
11. Modification of the Agreement. This agreement may be revised or modified only by written amendment signed by all parties.

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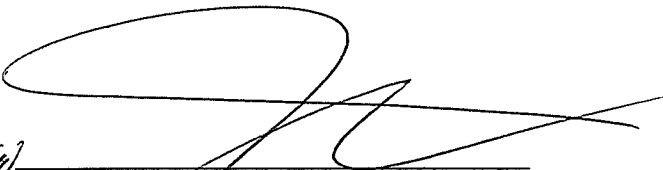
12. Personal Insurance and Liability.

- a. The University shall provide the Student Intern protection against liability arising in connection with their assignments and associated projects at the Site Organization. Should the Intern be injured on the premises of the Site Organization, Site Organization shall provide emergency care, assistance and aid to the Student Intern.
- b. The Site Organization assumes no responsibility for injuries or accidents occurring throughout the internship experience.
- c. Right of Assignment. This Agreement cannot be assigned by any party.
- d. Confidentiality of Student Records. The Site Organization agrees to treat all student records confidentially and not to disclose student records except to University and Site Organization officials who possess a legitimate need to know, consistent with their official responsibilities.
- e. Transportation. The Student Intern is responsible for providing individual transportation to and from the Site Organization's premises. The Student Intern shall not engage in any personal errands, entertainment, or other business while engaging in intern-related transportation tasks.
- f. Notices. All notices to be given under this provision shall be properly given if they are delivered in person or sent by first-class mail, fax, or email to the Site Organization or their designated representative, the University faculty advisor, or the Chairperson of the Department of Engineering.
- g. Choice of Laws. All questions and interpretations of law shall be conducted in accordance with the laws of Puerto Rico.
- h. Publication Rights. The University shall be entitled to publicize for promotional purposes any pictures or graphics related to the internship that do not contain any confidential information regarding, or protected by, the Site Organization.
- i. Failure to Comply with Federal and State Laws. Parties agree to comply fully with all laws, including non-discrimination laws, of the State of Puerto Rico and of the United States. Failure to comply with federal and state laws and subsequent conviction represent cause for immediate termination of this agreement.
- j. Integration Clause. This Agreement sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements, and understandings relating to the subject matter.

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The parties who execute this Agreement on behalf of the University, Site Organization, and Student Intern expressly represent and warrant that he/she has full and complete authority to do so.

In Mayaguez, Puerto Rico, this 18 day of August, 2008.


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University of Puerto Rico-Recinto Universitario
De Mayaguez

Medtronic Puerto Rico Operations Co.


Student Intern

Institution Stamp