

DONATION AGREEMENT

This Agreement is effective as of the date of the last party's signature, by and between United Technologies Corporation, a Delaware corporation, acting through its Pratt & Whitney division, having offices at 400 Main Street, East Hartford, Connecticut, 06118 USA ("Donor"), represented by his President, **Mr. John Delametter** authorized by corporate resolution,

and University of Puerto Rico, employer represented by its President, **Dr. Jorge Haddock Acevedo**, having a place of business at University of Puerto Rico, Central Administration, 1187 Flamboyán Street, Jardín Botánico Sur, Río Piedras, PR 00926, in 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 University of Puerto Rico in Mayagüez Campus, employer represented by **Arch. Wilma Santiago Gabrielini**, Acting Chancellor,

hereinafter referred as the **CAMPUS**. ("Recipient Organization") (collectively "Parties") in 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. The chancellor will be in charge of the agreement.

WHEREAS Donor seeks to contribute to the enhancement of the Recipient Organization's College of Engineering at University of Puerto Rico Mayagüez Campus (the "Philanthropic Works"); and

WHEREAS Recipient Organization has requested donations in support of the Philanthropic Works and Donor wants to provide funding for the Philanthropic Works.

NOW THEREFORE, in consideration of the mutual obligations and promises contained in this Agreement, the Parties agree as follows:

1. Funding – Donor will provide Recipient Organization funding in the amount of **five hundred thousand dollars (\$500,000)** for its Philanthropic Works. The funds will be transferred via check payable to University of Puerto Rico.
2. Covenants - Recipient Organization unconditionally agrees to:
 - a. Use funds solely to undertake the Philanthropic Works described in this Agreement;
 - b. Comply at all times with applicable law, including laws prohibiting conflicts of interests and corruption in the private or public sectors;
 - c. Refrain (directly or indirectly) at all times from offering, promising, attempting to provide, or providing any bribe or other payment authorized, offered, promised, or made in violation of applicable anti-corruption, conflict of interest, or related laws or regulations, or with the intent to influence a government official;
 - d. Promptly and accurately record in its financial books and records all funds received from Donor and expenses related to its undertaking/support of philanthropic works sponsored by Donor.
 - e. Abide by UTC instructions, terms, and conditions to the extent Recipient Organization has or will have access to UTC information or premises.
3. Covenants - Donor Organization unconditionally agrees to:
 - a. Comply at all times with applicable law, including laws prohibiting conflicts of interests and corruption in the private or public sectors;
 - b. Refrain (directly or indirectly) at all times from offering, promising, attempting to provide, or providing any bribe or other payment authorized, offered, promised, or made in violation

of applicable anti-corruption, conflict of interest, or related laws or regulations, or with the intent to influence a government official;

4. General Cooperation- Recipient Organization agrees to provide and execute such documents and instruments as are necessary to substantiate Donor's disbursements, performance of the sponsored philanthropic works, or other documents or instruments required by law or for performance of this Agreement.
5. Representations & Warranties – Recipient Organization expressly acknowledges, represents, and warrants that as of the date of this Agreement and on a continuing basis that, except as set forth in writing by the Recipient Organization to the Donor:
 - a. No Donor employee, customer, government, or government official holds an ownership, financial, or other interest in Recipient Organization or otherwise stands to personally benefit from Recipient Organization's relationship with Donor;
 - b. Recipient Organization holds all permits, licenses, and authorizations necessary to undertake the Philanthropic Works;
 - c. Funds disbursed pursuant to this Agreement will be used by Recipient Organization solely to undertake the Philanthropic Works described in this Agreement;
 - d. Recipient Organization has not offered, promised, made, or attempted to make any bribe or corrupt payment as set forth in section 2 above.
 - e. Recipient Organization agrees to promptly notify Donor in writing if any of the foregoing representations and warranties is no longer valid or accurate in any manner.
6. Termination/Suspension - Unilateral termination by Donor if:
 - a. Recipient Organization or any of its directors, officers, or employees becomes for any reason persona non-grata in the jurisdiction where sponsored Philanthropic Works are to be performed, or is accused of wrongdoing;
 - b. Recipient Organization has breached this Agreement;
 - c. Donor has reason to believe that Recipient Organization's representations or warranties are no longer valid, or inaccurate without prompt written notice and correction by Recipient Organization;
 - d. Donor in its sole discretion determines that Recipient Organization's conduct violates or contravenes applicable law;
 - e. Recipient Organization becomes insolvent, bankrupt, or enters receivership; and
 - f. Ownership, management, or operation of Recipient Organization changes in manner which Donor reasonably determines has either (a) a material adverse effect on this Agreement; or (b) creates a conflict of interest for the Recipient Organization or any Donor employee.
 - g. Donor may suspend and terminate disbursement of funds in event of termination due to Recipient Organization's breach of covenants, representations, or warranties and has the right to recover compensation already paid if covenants, representations, or warranties related to such compensation are breached.
 - h. Either Party may terminate for convenience upon 30 days written notice.
7. No Agency Relationship - Recipient Organization is an independent contractor. This Agreement does not create an agent-principal relationship between the Parties.
8. Assignment & Sub-Contracting - Recipient Organization shall not assign this Agreement or subcontract sponsored philanthropic works without Donor's prior written consent.

9. Press Releases - Recipient Organization shall obtain Donor's prior written consent before issuing any press release or public statement regarding this Agreement or sponsored Philanthropic Works, or using Donor's, or any of Donor's affiliates, trademarks or trade names.
10. This Agreement shall be governed by and interpreted under the laws of Puerto Rico and United States a University of Puerto Rico rules and regulations, without regard to conflict of law principles and submits to the jurisdiction and venue of the Court of First Instance of the Commonwealth of Puerto Rico sitting in the city of San Juan, Puerto Rico.
11. This Agreement constitutes the entire understanding between the Parties and supersedes all previous understandings, Agreements, communications, and representations, whether written or oral, concerning the funding of Philanthropic Works. This Agreement may not be superseded, amended, or modified except by a written Agreement between the Parties, signed by a duly authorized official of each of the Parties.
12. *Clauses required by the University of Puerto Rico, Mayagüez Campus* – 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.
13. The donor has no contracts with the University so far, nor oral understandings.
14. **USE OF LOGOS OR BRANDS:** The parties reserve all rights on the name, stamps, logos, coat of arms or any mark of their corporation and - in general - on the industrial and intellectual property rights, without prejudice to the possible use of them by the parties, for each specific agreement, and by mutual agreement in advance and in writing. Any advertising linked to any of the activities covered by this Agreement must incorporate the official logo of the parties. The use of the logos, and in general, the industrial property rights of each party, will always be carried out with the prior authorization of their owners. The brand or logo and badges of both parties will be used exclusively in the version that facilitates each one of them to the other, without being able to alter colors, shapes or graphic symbols. Any alteration of the logos, unless with prior authorization, will imply an infringement of the rights of the owner of the brand. Both entities will be responsible to inform each other of the means of advertising in which either party uses the brand or logo of the other.
15. **NO AGENCY RELATIONSHIP:** Recipient is not an agent, representative, consultant or contractor of Donator and, as an entirely independent and separate organization, is solely responsible for its actions, errors and omissions. Recipient retains full discretion and control with respect to the selection of any contractor convenient or necessary to carry out the purposes of the Donation.
16. **ENTIRE AGREEMENT:** The Donation Agreement sets forth the entire terms and conditions under which Donator shall make the Donation described above. There are no other agreements, oral or written, with respect to the subject matters of the Donation Agreement, and all oral and written correspondence relating to the subject matters of the Donation Agreement hereof are superseded by the Donation Agreement.
17. **COUNTERPARTS:** The Donation Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, together, shall constitute one and the same instrument.
18. **RELIEF OF RESPONSIBILITY:** Each of the parties agrees to relieve and hold harmless the other party from any legal and/or extrajudicial claim and to provide compensation for damages and/or mental or moral anguish that may be suffered by any natural or legal person,

where the damages alleged to have been caused by actions, doings or negligent, careless and/or negligent omissions of each party, its agents or employees, when such damages and losses have occurred totally or partially during the realization of this Agreement.

19. **WAIVER:** The waiver or failure to enforce any provision of the Grant Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

20. **LAW 127 OF MAY 31, 2004 CLAUSE:** No service shall be rendered or received based on the terms of this contract until it is presented for registry in the Office of the Controller of the Commonwealth of Puerto Rico according to Law No. 18, dated October 30, 1975.

21. **PECUNIARY INTEREST CLAUSE.** THE UNIVERSITY OF PUERTO RICO AT MAYAGUEZ points out that no employee or personnel of the DONATOR has a direct or indirect financial interest in the granting of this contract in accordance with Law 12 of July 24, 1985, known as Organic Law of Puerto Rico Government Ethics' Law. In the same way the functionary that represents the DONATOR in this act does not have any pecuniary interest in its accomplishment.

22. **CLAUSE OF CONSERVATION OF DOCUMENTS RELATED TO DISBURSEMENTS FOR AUDITING PURPOSES:** THE RECIPIENT PARTY agrees to keep reports, working and assistance sheets, and other documents related with services object of this contract, so they can be audited or copied by the Office of Internal Auditors of the University, by the external audit firm hired by THE UNIVERSITY OF PUEERTO RICO. The audits will be made in reasonable dates during the course of the services or after rendering the same according to audit practices generally known. Such documents will be kept for a period no less than six (6) years or until an investigation by the Office of the Controller of Puerto Rico is made, whichever comes first.

23. **Notification:**

For PRATT & WHITNEY:

For UPR, MAYAGÜEZ CAMPUS:

24. Both parties certify that, at the time of signing this Agreement, are complying with Child support retention Orders or Elderly Support Orders.

25. **NON DISCRIMINATION CLAUSE:** Both parties agree that there will be no discrimination by reason of age, sex, race, color, birth, origin or social condition, physical or mental impairment, political or religious belief or veteran status in employment, contracting, and subcontracting practices.

26. **SEVERABILITY:** If any provision of the Donation Agreement shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of the Donation Agreement shall not be affected thereby, and each provision shall be valid and shall be enforceable to the fullest extent permitted by law.


*Donation Agreement
Pratt & Whitney and UPR-Mayagüez Campus*

27. 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.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized representatives.

University of Puerto Rico

Pratt & Whitney

By: 
Typed: Dr. Jorge Haddock-Acevedo
Title: University of Puerto Rico President

By: _____
Typed: John Delametter
Title: P&WPR GM _____

Date: _____

Date: _____

University of Puerto Rico, Mayaguez Campus

By: _____
Typed: Wilma Santiago-Gabrielini, MArch.
Title: Acting Chancellor, Mayaguez Campus

Date: _____