



Universidad de Puerto Rico  
 Recinto Universitario Mayagüez  
 Colegio de Ingeniería – Oficina de Decanato de Asuntos  
 Académicos y Plan COOP  
 Apartado 9000  
 Mayagüez, Puerto Rico 00681-9000



University of Puerto Rico  
 Mayagüez Campus  
 College of Engineering – Office of  
 Associate Dean of Academic Affairs and  
 Coop Program  
 P.O. Box 9000  
 Mayagüez, Puerto Rico 00681-9000

REGISTRO DE CONTRATOS  
 TOMO 20  
 CONTRATO N.º 2011-000447  
 ANEXO 85

## PROGRAM OBJECTIVES

The objective of the Cooperative Education work-study agreement is to provide Engineering students with an integrated program of work and training in engineering fields of study. The Company named **Softtek Inc.** hereby represented by **Marisa Hernández Cardona, Human Resources Director** and **Dr. Jorge Rivera Santos** (Acting Chancellor) of the University of Puerto Rico at Mayagüez, in exercise of the duties and powers conferred by Article 7 of Act Number 1 of January 20, 1966, known as the University of Puerto Rico Act, and pursuant to the University standards and regulations, seek to derive benefits from cooperative efforts in developing highly qualified professional engineers.

## ADMINISTRATION OF THE PROGRAM

The Company **Softtek** and the Cooperative Education Office of the School of Engineering will work closely together to insure maximum program effectiveness. Both the cooperative industry and the University will designate a Coordinator who will be primary contact for all matter involving the combined agreement are followed, will also confer periodically regarding any new problems, changes, or arrangements that may deemed necessary as the program develops. Subsequent arrangements will be based on their mutual agreement on what actions are required.

## SELECTION, ELIGIBILITY AND BENEFITS

Students can apply for participation in the Cooperative Education Program when they have satisfactorily completed the requirements set by the cooperating industry's regulations. Students are eligible for selection through this program when they are officially accepted as Cooperative Education Students at the University of Puerto Rico and have completed at least their second academic year of study with a general grade point average of 2.50 or more on a 4.00 scale.

Students participating in the Cooperative Education Program should be provided competitive pay benefits in accordance with the standards established by the industry for any consultant and this salary will not be less than the minimum salary established by the Fair Labor Standard Act. Such salary should be representative of the education and work experience of the student. The pattern of work and study will be for a semester or a summer or both, designed to conform to the semester or summer of the academic calendar of the university.

## WORK ASSIGNMENT PROCEDURE

Initial work assignments at **June, 1, 2011** will recognize the student's level of academic attainment, and progressively more responsible assignments will be made for each subsequent work period. In addition, the assignments will be consistent with the career objectives of the student whenever possible. The student's first months of employment will be considered a trial period during which strengths and weaknesses are carefully observed and assessed and needed help is given as required to improve aspects of the student's performance.

## QUALITY OF WORK AND STUDY FOR RETENTION

The Coordinators will insure that the quality of the both work and the study undertaken by cooperative program participants is maintained at a level sufficient to merit continuing participation on the program. Specifically, students must maintain a grade point average of 2.5 or more in academic studies and must perform satisfactorily in related work assignments to remain in the program. When performance is unsatisfactory or established academic standards are not

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maintained, students may be removed for the program. The Cooperative Education Program office will initiate the removal action, but it will only do that after written certification of failure is received from the participating company.

## GENERAL DISPOSITIONS

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. 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 nondiscrimination 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 laws, as well as the provisions of the Americans with Disabilities Act.

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 company 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.

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.

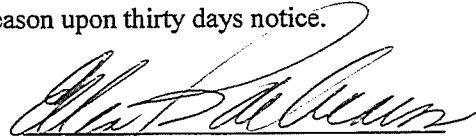
A Cooperative Education Practice does not commit either the cooperating industry or the student to employment after graduation.

This agreement becomes effective upon signature of Softek and the University of Puerto Rico at Mayagüez. This agreement will remain in force for 10 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 *change, amend or cancel* this agreement in writing for any reason upon thirty days notice.



Marisa Hernández Cardona  
650 Plaza Muñoz Rivera Avenue,  
San Juan PR 00918

Date: June, 1, 2011



Director Engineering Coop Program  
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(787) 265-3823 Fax: 787-833-6965

Date: June 13, 2011



Jorge Rivera Santos, Ph.D.  
Chancellor  
University of Puerto Rico- Mayaguez

Date: June 30, 2011