

University of Puerto Rico
Mayagüez Campus

**PROFESSIONAL SERVICE CONTRACT
CORPORATE ENTITY**

IN APPEARANCE

FIRST PARTY: The Mayagüez Campus of the University of Puerto Rico, represented by its Acting Chancellor, Dr. Jorge Rivera Santos, who is of legal age, married and a resident of Mayagüez, Puerto Rico, denominated as the FIRST PARTY.

SECOND PARTY: _____, duly authorized to do business in the Commonwealth of Puerto Rico, represented in this act by _____, social security number _____, of legal age, _____ (profession), resident of _____, Puerto Rico, acting as _____ of said corporation, duly authorized by Corporate Resolution executed on _____ (date); designated, in this contract, as the SECOND PARTY.

BOTH PARTS FREELY AND VOLUNTARILY AGREE TO THE FOLLOWING:

The FIRST PARTY in exercise of the duties and powers conferred upon him by Article 7 of the Law of the University of Puerto Rico approved on January 20, 1966, contracts the professional services of the SECOND PARTY. The SECOND PARTY is duly authorized by the laws of the Commonwealth _____ of _____ Puerto Rico as _____, and has the necessary capacity and experience to comply with the obligations and responsibilities assumed in this contract, agreeing to provide professional services directly to the FIRST PARTY, as indicated below, subject to the following:

CLAUSES AND CONDITIONS

FIRST: By virtue of the present agreement, the FIRST PARTY contracts the SECOND PARTY for the following activity:

1. _____

2. The following terms and conditions form part of this agreement:
 - a. Hotel Accommodations ___ Yes ___ NO (\$ _____)
 - b. Food Stipend ___ Yes ___ NO (\$ _____)
 - c. Sound and Amplification ___ Yes ___ NO (\$ _____)
 - d. Instruments ___ Yes ___ NO (\$ _____)
 - e. Others: (Explain) _____
3. The SECOND PARTY affirms the delivery of all documentation required by the laws and regulations of the Commonwealth of Puerto Rico for the execution of this contract.
4. The FIRST PARTY agrees to compensate the SECOND PARTY for the services object of this contract, the sum of _____ payable to _____ (DESCRIBE HOW THE PAYMENTS WILL BE MADE), said payments will be charged to the following account number _____. These payments will be made upon receipt of invoice by SECOND PARTY, original and copy, duly certified by an official designated by the appointing authority or their representative, in compliance with the Accounting Law of Puerto Rico, and following the policies established by the auditing agencies of the Commonwealth of Puerto Rico.
5. This contract will be effective from _____ to _____ and may be renewed for additional periods by written agreement signed by both parties. Parties may rescind this contract by notifying the other party thirty (30) days in advance. In the event that the SECOND PARTY incurs in negligence, abandonment, or improper conduct in the performance of duties and

responsibilities, the FIRST PARTY may immediately terminate this contract with out prior notice.

SECOND: The SECOND PARTY agrees to be available at every moment to provide the services object of this contract, within the time frame and necessary resources required for providing the services agreed upon. The professional services offered by the SECOND PARTY may be provided on site (offices of the FISRT PARTY) or elsewhere, as need be. This agreement does not limit the SECOND PARTY in the practice of his/her profession nor in carrying out any licit business, but the SECOND PARTY expressly acknowledges that he/she will not accept any personal matter or take part in any business that may result in a conflict of interest between both parties.

THIRD: The SECOND PARTY will be responsible of complying with state and federal laws governing the Commonwealth of Puerto Rico and those of the United States of America, as well as the Laws and Rules and Regulations of the University of Puerto Rico.

FOURTH: The SECOND PARTY certifies compliance with Law # 187, approved on the 1st of September, 2007, guaranteeing all citizens and public servants the non disclosure of their social security numbers on identifications, documents of general circulation or on any document or material visible to third parties, no will use such number as a case number, account, complaint or other public document. The FIRST PARTY acknowledges the private nature of a social security number and is committed not to divulge it.

FIFTH: INDELEGABLE CLAUSE- The services provided by the SECOND PARTY are INDELEGABLE. The SECOND PARTY agrees not to assign, transfer or in any manner dispose of this contract, or of any right, title or vested interest in the execution of this contract, with out the written consent of the FIRST PARTY. Delegating any services, duties or responsibilities will be sufficient motive to terminate this contract. The SECOND PARTY will be responsible for any damages caused to the FISRT PARTY, directly or indirectly. The SECOND PARTY may not sub-contract services object of this agreement, nor hire any expert or other persons without the written authorization of the FIRST PARTY.

SIXTH: PECUNIARY INTEREST CLAUSE: The SECOND PARTY affirms that no employee of official of THE UNIVERSITY OF PUERTO RICO AT MAYAGUEZ has a direct or indirect pecuniary interest in the granting of this Contract in accordance with Law 1 of January 3, 2012, known as Governmental Ethics Law. Accordingly, the official who represents the UNIVERSITY OF PUERTO RICO in this act does not have any pecuniary interest in its execution. The SECOND PARTY certifies and warrants the following:

1. No public official has any pecuniary interest in this contract, purchase or transaction.
2. No public official of this agency has solicited or accepted, direct or indirectly, for him/herself or any family member and or any other person, gifts, favors, services, donations, loans o any other object of monetary value.
3. No public official has solicited o accepted, direct or indirectly any monetary o economic value in regards to this transaction, from any person related to my business, as payment for performing his/her duties and responsibilities.
4. No public official has solicited, direct or indirectly, for him/herself, any family member or for any other person, corporation or entity, gifts, favors, services, donations, loans o any other object of monetary value in exchange for any decision or influence of this public official in my favor or in favor of my corporation.
5. There is no kinship within the fourth degree of consanguinity or second degree of affinity with any public official that has the authority or the power to influence or take part in the decision making process or institutional policy making of the FIRST PARTY.

SEVENTH: CLAUSE ON TAXES, UNEMPLOYMENT INSURANCE, TEMPORARY DISABILITY AND CHAUFFEUR'S SOCIAL SECURITY INSURANCES

The SECOND PARTY certifies and guarantees that at the moment this contract is subscribed, he/she has filed tax returns for the last five (5) years prior to this contract and does not owe any taxes to the Commonwealth of Puerto Rico, or is complying with a payment schedule. The SECOND PARTY certifies and guarantees that it has paid the premiums for unemployment insurance, temporary disability, and chauffeur's social security insurances (whichever applies) or is complying with a payment schedule. The SECOND PARTY also certifies that it does not have any debt with the CRIM agency regarding property and in case of debt, is complying with a payment schedule. It is expressly recognized that this is an essential condition of the present contract, and if any inaccuracy arises from the aforementioned certification, it will be sufficient cause for THE FIRST PARTY to leave it without effect and THE SECOND PARTY will have to reimburse THE UNIVERSITY OF PUERTO RICO any amount of money received under this contract. In the case of an authorization in accordance to the FIFTH Clause, it is the SECOND PARTY's responsibility to solicit from the sub-contractors

it designates as service providers, to deliver and certify the information required by this clause and notify the FISRT PARTY. Not complying with this requirement is sufficient cause for termination of this contract by the FIRST PARTY. During the duration of this contract the SECOND PARTY is impeded from subcontracting parties to meet the obligations agreed upon in this contract, unless they certify the information required by the present clause. The professionals or technicians hired by the SECOND PARTY are considered subcontractors.

EIGHTH: CHILD SUPPORT CLAUSE

The SECOND PART certifies and guarantees that, at the time of signing this contract; he/she is up to date in child support payments or is under a payment plan, that is being fully complied with. If the SECOND PARTY does not have the obligation to pay child support, it certifies and guarantees this fact. This condition is essential for granting the present contract and if the preceding turns out to be incorrect, in whole or in part, it shall be sufficient cause for the FIRST PARTY to cancel it unilaterally and the SECOND PARTY must reimburse all sums of money received under this contract to the FIRST PARTY.

NINTH: RETENTION CLAUSE ON ORIGIN ON PAYMENTS FOR SERVICES RENDERED BY CORPORATIONS, SOCIETIES, OR INDIVIDUALS ACCORDING TO SECTION 143 C OF THE NEW INCOME TAX LAW: No retention or reduction on their fees will be made to THE SECOND PARTY for Social Security payment. THE FIRST PARTY will hold on the payment to THE SECOND PARTY for services rendered up to seven percent (7%) for residents in Puerto Rico, twenty percent (20%) for American citizen and twenty nine percent (29%) for non US citizens (foreigners), as expressed in Section 143C of Income Tax Law of 1954, as amended, and Section 1143 of the Internal Revenue Code of Puerto Rico of 1994 according to the approved regulations by the Secretary of the Treasury. THE SECOND PARTY is obliged, as a necessary condition to this contract, to submit the certifications, releases, and documents that accredit his contributive situation, required by THE FIRST PARTY or its representative.

TENTH: THE SECOND PARTY is responsible to render his income tax forms and pay the corresponding fees to the Social Security and to the Department of Treasury for any taxable amount as a result of income earned from this contract. THE FIRST PARTY will notify the Treasury Department of Puerto Rico of payment and reimbursements made to THE SECOND PARTY.

ELEVENTH: CONFLICT OF INTEREST CLAUSE - THE SECOND PARTY recognizes that in discharging his responsibilities in this contract he has the duty of complete loyalty towards THE FIRST PARTY which includes not having adverse interests other than those of THE UNIVERSITY OF PUERTO RICO. These adverse interests include the representation of clients that have or could have conflicts of interests with the contracting party. This obligation also includes the continuous responsibility to inform THE FIRST PARTY all the circumstances of his relations with clients and third parties and any interest that could influence the agency when granting the contract or during its effect. THE SECOND PARTY represents conflict of interest whenever, in benefit of a client, it is his duty to promote that to which he has to oppose in complying his obligations to a previous, actual, or potential client. It also represents conflict of interest when his conduct is described as such in the ethic regulations that apply to his profession or in the laws and regulations of the Commonwealth of Puerto Rico. THE SECOND PARTY recognizes the power of supervising of THE FIRST PARTY in relation to complying with the prohibitions herein stated. If it is understood that conflict of interest with the hired party exists or have risen, THE FIRST PARTY will notify, in writing, his findings to THE SECOND PARTY and his intentions of ending the contract in a thirty (30) day period. In that period of time, the hired party can ask for a meeting to expose his arguments towards the findings, which will be granted in all cases. If this meeting is not requested during the period of time herein mentioned or the controversy not satisfactorily agreed during the meeting granted, this contract will be terminated.

TWELFTH: NO 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.

THIRTEENTH: RELEASE CLAUSE: THE SECOND PARTY will be responsible in any judicial and/or extra-judicial claim and responsible to provide indemnity for damages and harm and/or mental or moral anguish that any national or juridical person could suffer or allege to suffer where damages or harm are allegedly being caused by actions or negligent omissions, careless and/or culpable of the contractor, its agents, or employees where such damages and harm have occurred total or partially during the realization of the services or job, exonerating and releasing THE FIRST PARTY of all responsibilities.

FOURTEENTH: DECLARATION OF NOT RECEIVING PAYMENT OR COMPENSATION FOR PERSONAL SERVICES RENDERED TO ANOTHER AGENCY:

THE SECOND PARTY certifies that does not hold a regular or trusted position in any of the instrumentalities of the Commonwealth of Puerto Rico and that does not receive payment or compensation for regular services rendered under appointment or professional services contract with any organism of the Commonwealth of Puerto Rico, except in those cases authorized by law. If the contractor certifies that he has a contract with another organism or municipality of the Commonwealth of Puerto Rico, he guarantees that there is no incompatibility between both contracts.

FIFTEENTH: INDEPENDENT CONTRACTOR CLAUSE: The rights, prerogatives, laws, and policies which apply to regular employees of the University do not apply to the SECOND PARTY.

SIXTEENTH: Both parties voluntarily agree that under the terms of this contract they are not establishing an employer/employee relationship, nor do those who work with the SECOND PARTY, which does not entitle them to claim vacation, sick leave, retirement, Christmas bonus, professional responsibility policy, nor Federal Social Security benefits.

SEVENTEENTH: MANAGEMENT OF STATE FUNDS CLAUSE. This contract will be rescinded if during its execution THE SECOND PARTY is found guilty for any violation of law against the national treasury, legal authority, or regarding state of federal government funds or property. The SECOND PARTY certifies that he/she has not been convicted for any crime or violation of law against the national treasury, legal authority, or regarding state or federal government funds or property. The SECOND PARTY certifies that he/she has not incurred in dishonorable conduct, nor is addicted to illicit drugs or alcohol abuse, nor has been convicted of any crime regarding moral depravation, nor has been removed from a public servant position. In the cases of having incurred in any of these disabling causes, the SECOND PARTY must present a Resolution signed by the Director of the Human Resource Office of the Commonwealth of Puerto Rico certifying the ability to work for the Commonwealth. Copy of said Resolution will be kept in the record. This condition is essential for granting the present contract, if the preceding turns out to be incorrect; in whole or in part, it shall be sufficient cause for THE FIRST PARTY to cancel it unilaterally and will have to reimburse all sums of money received under the contract to THE UNIVERSITY OF PUERTO RICO.

EIGHTEENTH: CLAUSE OF CONSERVATION OF DOCUMENTS RELATED TO DISBURSEMENTS FOR AUDITING PURPOSES THE SECOND 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.

NINTEENTH: In compliance with Law # 14 approved on the 8th day of January, 2004, the SECOND PARTY agrees to use articles extracted, produced, assembled, packaged or distributed in Puerto Rico by corporations with operations in Puerto Rico or distributed by agents established in Puerto Rico, while providing the professional services, when available.

TWENTIETH: THE SECOND PARTY will not use the name of the University of Puerto Rico, its abbreviation UPR or UPRM, stamps, logo or whatever symbol the institution uses for whatever subject related to the services it provides, without the expressed written authorization of THE UPRM.

TWENTY FIRST: CONFIDENTIALITY- The SECOND PARTY and it's employees will hold confidential any information obtained from the records of the FIRST PARTY.

TWENTY SECOND: PROPERTY RIGHTS CLAUSE- THE SECOND PARTY acknowledges that, in regards to this contract, works of authorship commissioned or which results from the execution of this agreement (the "Works") shall be considered works made for hire as that term is defined under the United States copyright law. To the extent that any such Work is not a work made for hire belonging to the University of Puerto Rico, THE SECOND PARTY hereby assigns and transfers to The University of Puerto Rico all rights THE SECOND PARTY has or may acquire to all such Works. THE SECOND PARTY agrees to sign and deliver to University of Puerto Rico, either during or subsequent to the term of this agreement, any such other documents as University of Puerto Rico considers desirable to evidence the assignment of copyright.

TWENTY THIRD: In compliance with the law and regulations governing professional services contracts, the parties acknowledge that no services will be rendered or received with regards to

this contract until it has been duly executed by both parties, and shall not continue to render or receive services past its effective date, unless there has been an extension or amendment signed by both parties. There will not be any payment of services in violation of this clause and any official who solicits or accepts services in violation of this clause will be doing so without legal authority.

TWENTY FOURTH: 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 # 18, dated October 30, 1975.

TWENTY FIFTH: The clauses of this contract are independent of one another. If a court order determines that a clause or condition of this contract is null, invalid or illegal because it is contrary to a regulation, law, or public policy; the other clauses and conditions will remain valid, unless a court orders the contrary. Any item or clause inapplicable to this contract will not be considered part of this contract.

TWENTY SIXTH: The SECOND PARTY states that it has knowledge and has received a copy of and that it agrees and accepts to bind itself to the terms and conditions imposed by, Puerto Rico Public Law number 84 of June 18, 2002, known as the "Code of Ethics for Contractors Suppliers and Applicants for Economic Incentives of the Executive Agencies of the Commonwealth of Puerto Rico"; and to include in all of its invoices the following certification required by law. "Under penalty of absolute nullity, I certify that no public servant of THE UNIVERSITY is a part to or has an interest in the profits or benefits resulting from the Agreement subject of this invoice, and to be a party to or have interest in the profits or benefits resulting from the Agreement, under this invoice, a prior dispensation has been issued. The sole consideration to furnish the contracted goods or services subject of the Agreement is the payment agreed upon with the authorized representative of THE UNIVERSITY. The amount that appears in the invoice is fair and correct. The work has been performed, the products have been delivered and the services rendered, and no payment has been received for them."

TWENTY SEVENTH: COMPLIANCE WITH THE EQUAL OPPORTUNITY CLAUSE PURCHASE ORDERS/CONTRACTS : The SECOND PARTY certifies and guarantees that during the performance of this contract it will comply with the Executive Order 11246 of September 24, 1965, Subpart B, Section 202 (41 CFR 60-1.4); the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (41 CFR 60-250.5); the Rehabilitation Act of 1973, Section 503 (41 CFR 60-741.5), all as amended, and any other applicable rules and regulations of the Office of Federal Contract Compliance Programs (OFCCP). The SECOND PARTY is therefore deemed to have complied with these regulations, unless otherwise exempted under the rules, regulations and orders of the Secretary of Labor. The SECOND PARTY recognizes that the absence of truth in this statement will constitute sufficient cause for the FIRST PARTY to cancel, terminate or suspend, in whole or in part, this contract and that the SECOND PARTY may be declared ineligible for further contracts with the FIRST PARTY. The SECOND PARTY also certifies that it has a valid Assurance of Compliance on file.

TWENTY EIGHTH: Any modification to this contract, agreed upon by both parties, must be incorporated by virtue of a written Contract Amendment, in compliance with the FIRST PARTY'S policies regarding professional service contracts. Both parties agree that no services will be rendered once this agreement has expired.

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 Mayagüez, Puerto Rico on the _____ day of _____ 2012.

Jorge Rivera Santos, Ph.D., P.E.
Chancellor, UPR-Mayagüez
Employer Social Security Num. 66-0433761

Services Provider
Social Security Num.

I HEREBY CERTIFY THAT THE PRESENT CONTRACT COMPLIES WITH ALL OF THE OPERATIONAL, ADMINISTRATIVE AND ACADEMIC PLANS UNDER MY RESPONSIBILITIES.

PRINCIPAL INVESTIGATOR

DIRECTOR

DEAN

I HERBY CERTIFY THE AVAILABILITY OF FUNDS FROM ACCOUNT #

FOR THE PAYMENT OF THE SERVICES DESCRIBED ABOVE.

DIRECTOR
BUDGET DEPARTMENT

I HEREBY CERTIFY THAT THE PRESENT CONTRACT COMPLIES WITH THE LAWS AND REGULATIONS OF THE COMMONWEALTH OF PUERTO RICO

OFFICE OF LEGAL AFFAIRS