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UNIVERSITY OF PUERTO RICO

MAYAGUEZ CAMPUS

MAYAGUEZ, PUERTO RICO

PROFESSIONAL SERVICES CONTRACT - NATURAL PERSON

IN APPERANCE

AS PARTY TO THE FIRST PART: The University of Puerto Rico, University Campus of Mayaguez, represented at this act by the Acting Director of the Research and Development Center, Brunilda Negron Garcia, of legal age, married, employee and resident of Hormigueros, Puerto Rico, authorized by Chancellor Agustín Rullán Toro, hereinafter referred to as **UPR-M**.

AS PARTY TO THE SECOND PART: (*contractor full name*), of legal age, (*marital status*), profession (*profession*) and resident of (*place of residence: City and State*), hereinafter referred to as **THE CONTRACTOR**.

SET FORTH

1. **UPR-M**, in the exercise of the powers and powers conferred on it by Article 7 of Law No. 1, Law of the University of Puerto Rico, passed on January 20, 1966, as amended, has the capacity to award professional services contracts.
2. **UPR-M**, has the need to contract the following professional services since it does not have the internal resources to cover your need, in relation to (description of the award or sub-award, program or activity by which the services are contracted) that will be coordinated through (name of Principal Investigator, Director or Coordinator), Principal Investigator, Director or Coordinator.
3. **THE CONTRACTOR** states that he has the capacity, resources and experience necessary to meet the needs of UPR-M, mentioned above and demonstrates this fact by submitting his credentials. **THE CONTRACTOR** to meet the aforementioned needs will perform the following tasks, according to its Proposal.
4. (*describe the contracted tasks*)
5. ………………..

The proposal and credentials of **THE CONTRACTOR**, is included and made part of this contract as Appendix A.

THEY AGREE UNDER THE FOLLOWING:

1. Specific Terms and Conditions
   1. The term for the execution of the Contracted Tasks shall be from the date of the last signature in this Agreement to the (day) of (month) of (year). This term may be extended by written amendment to this Agreement.
   2. The above-mentioned tasks will be performed on (indicate the locality or localities where the tasks will be carried out)
   3. UPR-M will pay **THE CONTRACTOR** in compensation for the services it provides under the provisions of this contract as follows, up to a total maximum amount of $...........................:
      1. (include breakdown of pay-per-task or hours, as applicable)
      2. (include breakdown of payment for reimbursable expenses, if applicable)
   4. Payment for the services provided will be made upon presentation by **THE CONTRACTOR** of original invoice presented: (set billing frequency), no later than the following thirty (30) days of contract termination. Payment of any amount of money allocated under this contract will be subject to the prior submission of such invoice. **THE CONTRACTOR** must submit the original of the receipts when requesting any reimbursement of expenses along with the corresponding invoice. **THE CONTRACTOR** will detail on his invoice the invoiced work and the dates on which these were carried out.
   5. UPR-M will not make any payment in excess of the amount set forth in this agreement, even if **THE CONTRACTOR** exceeds it, regardless of the reasons for such excess. Payment for services provided through this contract will be made from the account (*including account number*).

THEY ALSO ESTABLISH, CERTIFY AND AGREE

1. **THE CONTRACTOR** shall bear its own transportation, food and lodging costs in performing its services under this Agreement, unless otherwise agreed by the parties and so provided in this agreement.
2. Each invoice submitted by **THE CONTRACTOR** shall contain a certification in accordance with the provisions of Law 84 of 18 June 2002, which reads as follows:

“Under penalty of absolute nullity, I certify that no public servant of the University of Puerto Rico is a party to or has any interest in the profits or benefits a product of the contract subject to this invoice and to be a party or interest in the profits or profits a product of the contract has mediated a prior waiver. The only consideration for supplying the goods or services subject to the contract has been the payment agreed with the authorized representative of the agency. The amount of this invoice is fair and correct. The services have been provided and have not been paid for.”

It is stipulated by the parties that in the absence of this certification the invoice will not be processed or paid by UPR-M.

THE CONTRACTOR undertakes to deliver, together with the last invoice, a Negative Debt Certification from the Puerto Rico Treasure Department, Model SC 6096 or substitute.

1. The authorized **UPR-M** representative, Principal Investigator, Director, or Coordinator will review each invoice and, if found appropriate, approve and process it for payment. **UPR-M** reserves the right to practice to invoices the audits it deems necessary.
2. Any payment made for services provided under this contract will be processed in accordance with the rules established by the **UPR-M** Department of Finance and the Office of the Comptroller of Puerto Rico.
3. **THE CONTRACTOR** undertakes to be available at all times for the provision of the services referred to in this contract, with the haste and dedication of the resources required by the very nature of the matter referred to. The services provided by **THE CONTRACTOR** may be performed at or outside the **UPR-M** offices, depending on the needs of the case**.**
4. **UPR-M** may, unilaterally and at its sole discretion and for any reason, terminate the contract by prior notice thirty (30) days prior to the date of the resolution. However, the foregoing, the prior notification requirement will not apply when: 1) Against **THE CONTRACTOR** or any of its shareholders, partners, officers, principals, employees, subsidiaries or parent companies, probable cause for the arrest is determined for any crime against the treasury, faith and public function; against governmental exercise; or involving public funds or property, at the federal or state level; or 2) **THE CONTRACTOR** or any of its shareholders, partners, officers, principals, employees, subsidiaries or parent companies, incur in negligence or abandonment of duties, or breach this contract; or 3) when **THE UPR-M** understands that there is an extraordinary fiscal situation that warrants an immediate cut in expenses, or 4) If the obligations of this contract are impeded by force majeure, which have or are directly affecting **UPR -M**, the parties will be relieved of their obligations and neither party will be responsible for sustained damages. Acknowledging the **UPR-M** that in the aforementioned cases 3 and 4 it will pay **THE CONTRACTOR** for the tasks performed up to the time of completion.
5. The services provided by **THE CONTRACTOR** will be indelible. **THE CONTRACTOR** agrees not to assign, transfer or otherwise dispose of this contract or its right, title or interest in it or to be able to execute it without the written consent of **UPR-M**. The delegation of these will be sufficient cause to terminate this contract. In which case **THE CONTRACTOR** will be liable for any damages caused to the **UPR-M**.
6. **THE CONTRACTOR** may not subcontract the services subject to this Agreement and may not hire experts and others without the prior written permission of **UPR-M**.
7. What is agreed herein does not limit **THE CONTRACTOR**'s ability to freely exercise his profession, or to carry out lawful business like any other business person, but **THE CONTRACTOR** acknowledges that in discharging his professional function he has a duty of complete loyalty to **UPR-M**, which includes not having adverse interests to the University of Puerto Rico. These adverse interests include the representation of clients who have or could have conflicting interests with the University of Puerto Rico. This duty also includes the continuous obligation to disclose to **UPR-M** all the circumstances of its relationships with clients and third parties and any interest that may influence the agency at the time of awarding the contract or during its term. **THE CONTRACTOR** represents conflicting interests when, for the benefit of a client, it is his duty to promote what he must oppose in compliance with his obligations to another previous, current or potential client. In addition, he represents conflicting interests when his conduct is described as such in the ethical standards recognized for his profession, or in the laws and regulations of the Commonwealth of Puerto Rico. In contracts with companies or firms, it will constitute a violation of this prohibition if any of its directors, associates or employees engages in the conduct described herein. **THE CONTRACTOR** will still avoid the appearance of the existence of conflicting interests. **THE CONTRACTOR** acknowledges the supervisory power of **UPR-M** in relation to compliance with the prohibitions contained herein. If the **UPR-M** understands that adverse interests exist or have arisen for the contracted party, it will notify you in writing of its findings and its intention to terminate the contract within thirty (30) days. Within said term, the contracted party may request a meeting with the **UPR-M** to present its arguments to said conflict determination, which will be granted in any case. If said meeting is not requested within the aforementioned term or if the controversy is not satisfactorily resolved during the meeting granted, this contract will be resolved.
8. **THE CONTRACTOR** notes that no employee or official of the University of Puerto Rico has a pecuniary, direct or indirect interest in the award of this contract under Law 1 of January 4, 2018. Similarly, the official representing the **UPR-M** in this event has no financial interest in the realization of the same.
9. **THE CONTRACTOR** accepts that he knows and will act in accordance with the ethical standards of his profession and under them, assumes responsibility for his actions.
10. **THE CONTRACTOR** certifies and guarantees that at the time of signing this contract, it has filed its tax return during the five (5) years prior to the granting of this contract and does not owe contributions for income taxes, or for the withholding of Sales Tax to the Commonwealth of Puerto Rico, or is under a payment plan, with whose terms and conditions it is complying, it also certifies and guarantees that at the time of signing this contract, it has paid the contributions of Unemployment Insurance, Temporary Disability and Social Security for Drivers (as applicable); or you are under a payment plan, with whose terms and conditions you are complying. In the same way, it certifies and guarantees not to have debt on property taxes before the CRIM and if it has any, to be covered by a payment plan. It expressly recognizes that this is an essential condition of this contract, and if the previous certification is not completely correct, this will be sufficient cause for **UPR-M** to be able to nullify this contract, expressly obliging **THE CONTRACTOR** to reimburse **UPR- M** any sum of money received under it. **THE CONTRACTOR** undertakes, as a necessary condition of this Contract, to present the certifications, releases and documents that prove its tax status that are required by the **UPR-M** or its authorized representative. If so required and it does not occur, the **UPR-M** will not make any payment for the services contracted here until **THE CONTRACTOR** presents said documentation.

The Parties hereby acknowledge that the UPR-M will withhold a portion of the payment of all invoices of the percentage that applies to it as established in the Internal Revenue Code of Puerto Rico or any other law that requires so, and stipulate that the variations in amount that may arise by law during the term of this contract, will apply without the need for it to be amended. Exempt from these withholdings are the first five hundred dollars ($500.00) paid during the calendar year and when the services are performed in their entirety outside the jurisdiction of Puerto Rico, as applicable, in which case the contract must specify where the services will be offered. If for any reason the services are going to be offered totally or partially in Puerto Rico, the CONTRACTOR is responsible for informing the UPR-M in order to proceed with the corresponding discounts or withholdings.

In the case of having been authorized in accordance with the provisions of this contract, it will be the responsibility of **THE CONTRACTOR** to require the subcontractors designated by him to carry out this Contract, to provide and certify the information required in this clause and in turn, notify about the particular to **UPR-M**. Failure to comply with this obligation, this will be sufficient cause for **UPR-M** to terminate this Contract.

1. **THE CONTRACTOR**, in the event of being a natural person, certifies and guarantees that at the time of signing this contract, it has no responsibility for payment for maintenance for child support, as well as the livelihood of the elderly, or that if you have it is up to date on your payments, or that if you have outstanding debt you are welcome to a payment plan, with whose terms and conditions you are complying. In the event of **THE CONTRACTOR** being a Juridical Person, he certifies and guarantees that at the time of signing this contract, he does not have or is complying with the orders issued in his name, as patron, to withhold the salary of his employees the payments of food pension. Expressly, you acknowledge that this is an essential condition of this contract and if it is not correct, in whole or in part the above certification, it will be sufficient cause for **UPR-M** to be able to leave it without effect and **THE CONTRACTOR** will have to refund to **UPR-M** any sum of money received under this contract.
2. **THE CONTRACTOR** shall be responsible for surrendering its forms and paying the corresponding contributions, federal social security and the Puerto Rico Internal Revenue for any taxable amount as a result of the income accrued under this contract. As well as any contribution applicable to the Department of Labor, under any of its negotiators, programs or insurance, or the Fondo del Seguro del Estado. **UPR-M** will notify the Puerto Rico Internal Revenue of payments and refunds made to **THE CONTRACTOR**.
3. **THE CONTRACTOR** certifies that it does not hold a regular or trusted position in any of the instrumentalities of the Commonwealth of Puerto Rico including but not limited to agencies, public corporations and/or municipalities and that it does not receive pay or compensation for regular services provided under appointment or contract of professional services with an agency of the Commonwealth of Puerto Rico, except in cases expressly authorized by Law. It further certifies that it has no contract with another agency or municipality of the Commonwealth of Puerto Rico, which is incompatible with the contract here signed.
4. THE CONTRACTOR declares to know and be familiar with the content and application of Law Number 2 of January 4, 2018, known as the Anti-Corruption Code for the New Puerto Rico and with Law Number 1 of January 3, 2012, known as the Organic Law of Government Ethics. Likewise, it certifies compliance with these and with the Code of Ethics for Contractors, Suppliers and Applicants for Economic Incentives of the Government of Puerto Rico.
5. This contract will be terminated if, during its execution, **THE CONTRACTOR** is guilty of crimes against the public purse, the public faith and function, or that involve state or federal public funds or property. OR IF DURING THE VALIDITY OF THIS CONTRACT **THE CONTRACTOR** INCURRIES IN ANY OF THE DISABLING CAUSES, **UPR-M** may resolve the same immediately, without prior notice. **THE CONTRACTOR** certifies that he has not been convicted of a crime against the public purse, faith and public function or involving funds or state or federal public property. It also certifies that you have not engaged in dishonorable conduct, that you are not addicted to the habitual and excessive use of controlled substances and / or alcoholic beverages; that he has not been convicted of a felony or of any crime that involves moral depravity; nor has he been removed from public service. If you have incurred in any of said disqualifying causes, you must present the Resolution issued by the Director of the Human Resources Office of the Commonwealth of Puerto Rico certifying your qualification, a copy of which will be attached to this contract. Expressly recognizes that this is an essential condition of this contract and if the previous certification is not correct, in whole or in part, it will be sufficient cause for UPR-M to be able to nullify it and **THE CONTRACTOR** will have to reimburse **UPR- M** any amount of money received under this contract.
6. **THE CONTRACTOR** undertakes to retain documents related to the services subject to this Agreement, so that they can be examined or copied by the Office of Internal Auditors of the University of Puerto Rico, by a signature of external auditors hired by **UPR-M** or by the Office of the Comptroller of Puerto Rico, in their interventions to **UPR-M**. Audits shall be carried out on reasonable dates during or after the course of the services, in accordance with generally recognized audit practices. Such documents shall be kept for a period of not less than six (6) years or until an investigation is carried out by the Office of the Comptroller of Puerto Rico, whichever comes first.
7. Under Law No. 14 of January 8, 2004, **THE CONTRACTOR** undertakes to use items extracted, produced, assembled, packaged or distributed in Puerto Rico by companies with operations in Puerto Rico or distributed by agents established in Puerto Rico when the service is performed, provided they are available**.**
8. **THE CONTRACTOR** will comply with all local and federal laws as well as, with all regulations applicable to this contract or the task performance thereof.
9. Both parties note that there will be no discrimination on grounds of age, sex, race, color, birth, origin or social status, physical or mental impairment, political or religious beliefs or veteran status, in employment, recruitment and outsourcing practices.
10. **THE CONTRACTOR** certifies and warrants that during the performance of this contract it will comply with Federal Executive Order 11246 of September 24, 1965, Sub-Part B, Section 202 (41 CFR 60-1.4); the Vietnam Age Veterans Readjustment Assistance Act of 1974 (41 CFR 60-250.5); Section 503 of the Rehabilitation Act of 1973 (41 CFR 60-741.5), all as amended and applicable regulations of the Office of Federal Contract Compliance Programs, unless you have obtained a waiver or waiver from the U.S. Secretary of Labor. **THE CONTRACTOR** agrees that the non-veracity in this statement may constitute sufficient cause for **UPR-M** to cancel, terminate or suspend, in whole or in part, this agreement and **THE CONTRACTOR** may be declared ineligible for future contracts with **UPR-M**.
11. **UPR-M** certifies compliance with Law 187 of 1st. September 2007, guaranteeing to any citizen or public servant that he will not disseminate, deploy or disclose his Social Security number on any identification card, general circulation document or any material that is accessible or visible to any person, who does not need to be aware of that data, nor will he use it as a case number, account, complaint or public document. UPR-M recognizes the private nature of the Social Security number and commits to non-disclosure.
12. This Agreement does not grant **THE CONTRACTOR** the rights and prerogatives that applicable laws and regulations provide for regular **UPR-M** employees. You acknowledge that under the terms of this agreement, no employer-employee relationships are being established, nor with staff or contractors working for THE CONTRACTOR, so they will not claim UPR-M for vacation, sick leave, retirement, Christmas bonus, professional liability policy, Federal Social Security or any other marginal obligation or benefit.
13. **THE CONTRACTOR** will not use the name of **UPR-M** or its institutional units, the acronym UPR, stamps, logos, shield or any distinctive mark of the University of Puerto Rico or its institutional units, without the express written authorization of **UPR-M**.
14. **THE CONTRACTOR**, as well as its employees, will safeguard the confidentiality of the Information obtained from **UPR-M** records, subject to this contract.
15. It is expressly agreed that the production of records resulting from the services provided by **THE CONTRACTOR** shall at all times constitute the property of **UPR-M**. This contract and any future contract is subject to the applicable provisions contained in Certification 34 (2018-2019) Institutional Policy on Patents, Inventions and their Marketing. Any intellectual property resulting from the services provided will be the property of the University of Puerto Rico, unless otherwise negotiated and agreed upon in accordance with the above policy.
16. **THE CONTRACTOR** agrees that, in consideration of this agreement, any work of authorship entrusted or resulting from the performance of this Agreement shall be deemed to be works by contract ("work for hire"), as defined as defined by such term under United States copyright law. To the extent that any of these works is not a work made by contract to belong to the University of Puerto Rico, **THE CONTRACTOR** assigns and transfers to the University of Puerto Rico all rights that he has or can acquire over all such works. **THE CONTRACTOR** agrees to sign and deliver to the University of Puerto Rico, either during or after the term of this agreement, any documents that the University of Puerto Rico deems appropriate to prove the transfer of copyright.
17. **THE CONTRACTOR** shall be liable for any judicial and/or extrajudicial claims and for providing compensation for damages and/or mental or moral distress that may be suffered, or claim to suffer, any natural or legal person where damages claim to have been caused by negligent, careless and/or culpable actions, actions or omissions of **THE CONTRACTOR**, its agents or employees, where such damages have occurred in whole or in part during the performance of the services, exempting, relieved and exonerating the University of Puerto Rico of all liability. **THE CONTRACTOR** shall be liable for any damages that may be suffered during the performance of the obligations assumed under this contract, where the damage suffered has not been caused by the fault or negligence of **UPR-M**.
18. This document includes all the agreements and obligations agreed between the parties. Any expression, representation or verbal agreement is hereby voided and discarded. Any action in contravention of what is expressed herein will be null and void and will not generate any obligation of any kind between the institutions or towards any third party that is interested in acting or benefiting from a modification prior to its incorporation by written amendment within the terms of this Agreement. The parties agree that the sections or identifying texts in each clause are for reference purposes only, and shall not be taken into consideration when interpreting this agreement.
19. In accordance with the law and rules governing the contracting of services, those appearing in this contract, become aware that no service will be provided under this contract until it is signed by both parties. Similarly, no services will continue to be provided under this contract from the expiry date, unless an amendment signed by both parties already exists on the expiry date. No services provided in violation of this clause will be paid for, as any official who requests and accepts services from another party in violation of this provision will be doing so without any legal authority.
20. Any changes or modifications that the parties agree with respect to the terms and conditions of this contract shall be incorporated into this agreement by written amendment to this contract and in accordance with the rules governing the contracting of professional services by **UPR-M**.
21. No benefit or consideration subject to this contract or any amendment to this contract may be required until such time as the contract or amendment to it has been submitted for registration with the Office of the Controller in accordance with the provisions of Law No. 18 of 30 October 1975, as amended.
22. The terms of this agreement are independent of each other. If a competent Court determines that any provision or condition of this contract is void, invalid or unlawful because it is contrary to any regulation, law or public policy, all other clauses and conditions shall continue in full force and effect, unless expressly stated in the opinion of that Court. Any provision or provision of this agreement that is inapplicable to this contract by any law, regulation, or order shall be held as unseated.
23. THE CONTRACTOR certifies that it has complied with the presentation of dispensation in the cases required by Law and/or all those certifications of payment, filing and non-contributory debt as required by the Department of Treasure, the Comptroller or any other instrumentality of the Commonwealth of Puerto Rico, also certifies to be registered as an eligible contractor in the corresponding registry of the Puerto Rico General Services Administration and evidences it through the presentation of your Certificate of Eligibility.
24. The parties agree that this document may be electronically endorsed. The parties agree that the electronic endorsements that appear in this document are as valid as if it were signed in handwriting for the purposes of validity, obligation, consent, applicability and admissibility.

**IN TESTIMONY OF WHICH**, the parties sign this Agreement in Mayaguez, Puerto Rico, today \_\_\_ of \_\_\_\_\_\_\_\_ of 202\_\_.

|  |  |  |
| --- | --- | --- |
| (Contractor Name)  SSN or EIN: |  | Brunilda Negron Garcia  R&D Center Acting Director  University of Puerto Rico  Mayagüez Campus  EIN: 66 0433761 |
| **RECOMENDED BY:** |  |  |
| (UPR-M PI Name)  Investigador(a) Principal |  |  |

BUDGET CERITICATION AND LEGAL REVIEW

I certify the availability of funds in the account identified in this contract for the payment of the services described above.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

UPR-M R&D Center Budget Office

This Contracts, it’s Appendixes and Required Documents was reviewed and it’s recommended to sign.

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UPR-M R&D Center Legal Advisor