



Universidad de Puerto Rico
Recinto Universitario Mayagüez
Colegio de Ingeniería – Oficina de Decanato
de Asuntos Académicos y Plan COOP
P.O. Box 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



The Company named **COLEGIALES RUM, LLC** hereby represented by **TARZAN DEL COLEGIO** (name and title) of legal age, **PRESIDENT** (civil status) **MARIED**, resident of (town) **MAYAGUEZ, PR** (state) (hereafter THE COMPANY) and the University of Puerto Rico, Mayagüez Campus represented by its Chancellor, Agustín Rullán Toro, of legal age, married, resident of Cabo Rojo, Puerto Rico, 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 (here after THE UNIVERSITY).

PROGRAM OBJECTIVES

The objective of this Cooperative Education Work-Study Agreement is to provide Engineering students with an integrated program of work and training in fields of engineering, seeking to derive benefits to develop highly qualified professional engineers.

ADMINISTRATION OF THE PROGRAM

THE COMPANY and THE UNIVERSITY of Puerto Rico, Mayagüez Cooperative Education Office of the School of Engineering will work together to help ensure the effectiveness of the Program. Both **THE COMPANY** and THE UNIVERSITY of Puerto Rico, Mayagüez will designate, respectively, a Coordinator who will be the primary contact for all matters involving this Agreement and will ensure that all terms of this Agreement are followed, and also confer periodically regarding any new problems, changes, or arrangements that may deem necessary as the program developer. The coordinator at the **UNIVERSITY** will be the COOP Program Director and its email address is: coop.ingenieria@upr.edu .

SELECTION, ELIGIBILITY AND BENEFITS

Students can apply for participation in the Cooperative Education Program when they have satisfactorily completed the requirements set by **THE COMPANY**. Students are eligible for selection through this program when they are officially enrolled and accepted as Cooperative Education Students at **THE UNIVERSITY** of Puerto Rico and when the students 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 receive a salary and competitive pay benefits in accordance with the standards established by the industry. The salary will not be less than the minimum salary established by the Fair Labor Standard Act or any applicable law. Such salary should be representative of the education and work experience of the student.

WORK ASSIGNMENT PROCEDURE

Initial work assignments at **THE COMPANY** will recognize the students' level of academic attainment, and **THE COMPANY** will provide assignments intended to entail increasing responsibility for subsequent work periods. 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 established by the university. If students and **THE COMPANY** agree to begin a contract earlier or later than the period established by the University academic calendar, the contract must not coincide with the student's academic responsibilities. University of Puerto Rico, Mayagüez nor its professors will make any arrangement for students who want to work in **THE COMPANY** for periods not covered in the corresponding enrolled semester. Each student is responsible to be at the University of Puerto Rico, Mayagüez to take all the final exams and to be available to start classes before or by the new semester begins and to be available until the last exam of the semester as established by the Academic Calendar. 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 help is given as required to improve aspects of the students' performance.

QUALITY OF WORK AND STUDY FOR RETENTION

The Coordinators will help to ensure that the quality of both work and the study undertaken by cooperative program participants is maintained at a level sufficient to merit continuing participation in 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. THE COMPANY and the student must comply with the course requirements such as oral or written reports and an assessment of the student performance using the instruments provided by the course Professor. The assessments provided by the company are to be used for academic and formative purposes only. The professor of the course will take these reports and assessments in consideration for the grading of the course.

When performance is unsatisfactory or established academic standards are not maintained, students may be removed from the program. The Cooperative Education Program office will initiate the removal action, but it will only do so after written certification of failure is received from the participating Company.

PARENT AND STUDENT RELEASE FORM

Any student under legal age cannot be admitted into the Program without the written consent of their parents or legal guardian, and a release is submitted to University of Puerto Rico, Mayagüez regarding responsibility and/or liability arising from negligence, damages, or misconduct as a result of events occurred outside the premises of the CAMPUS or as a derived consequence of events not related to the University of Puerto Rico, Mayagüez. The release form is an essential part of this working Agreement.

GENERAL DISPOSITIONS

The present memorandum of understanding will not be interpreted as creating legal or financial relationships between the parties, this Agreement does not constitute a partnership, joint venture or any other relationship. Nothing agreed upon in this memorandum of understanding will affect the rights of both parties to enter into similar agreements with other institutions. Any discrepancy of the dispositions of this Agreement will be solved in common Agreement between the parties.

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, also the provisions of the Americans with Disabilities Act.

Both parties are committed to maintaining records of all reports, work timesheets and all other documents related to the services affected by this Agreement and be available for examination or be copied by the office of the Comptroller of Puerto Rico, if requested. These documents will be kept for a period of no less than six years or until the Office of the Comptroller of Puerto Rico has made its investigation, whichever occurs first.

Neither party shall use the name of the other party, its initials, stamp, logos, seal, or any other identifying emblem or distinctive symbol of the other party without the prior written authorization of the party to which said objects belong.

THE COMPANY will be responsible of any judicial or extrajudicial claim and will provide immunity for damages and harm and/or mental and moral anguish that any natural or judicial persona could suffer or allege to suffer; where damages or harm are allegedly being caused by actions or negligent omissions, including intentional acts of THE COMPANY, its agents or employees while such damages occurred during the performance of this Agreement, exonerating and releasing the University of Puerto Rico of all responsibilities.

Neither University of Puerto Rico, Mayagüez nor its agents or employees will be liable to THE COMPANY, its agents and employees or any other person or entity for any damages that may result from students negligent or intentional acts or

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omissions while participating in the training program; further acknowledging and recognizing THE COMPANY to indemnify and hold harmless University of Puerto Rico, Mayagüez Campus, its officers, employees, and representatives from the aforementioned liability.

A Cooperative Education Practice does not commit either the cooperating industry or the student to employment after graduation. No performance or consideration under this Agreement may be required until such time as it has been submitted by THE UNIVERSITY for registration with the Office of the Comptroller pursuant to the provisions of Act No. 18 of October 30, 1975, as amended.

This Agreement becomes effective upon the date THE COMPANY and University of Puerto Rico, Mayagüez, signs it. In case of separate signatures, the date of the last signature. This Agreement will remain active until 17 of May, 2030. In case the present Agreement is not renewed, both parties are committed to culminate the activities that are in execution and not affect the development and culmination of these. Either party may cancel this Agreement in writing for any reason upon thirty days' notice. Either party can immediately cancel this Agreement without prior notice upon the admission of negligence, noncompliance or violation of any condition set in this Agreement. Both parties can agree to modify or change this Agreement by a written amendment signed by the authorized person of both parties.

Tarzan Del Colegio

NAME TARZAN DEL COLEGIO

TITLE PRESIDENT

COLEGIALES RUM, LLC

EIN # 660-43-3761

Address: P.O. BOX 9000

Mayagüez, PR 00681-9000

Dr. Agustin Rullán Toro

Acting Chancellor

University of Puerto Rico- Mayaguez

P.O. BOX 9000

Mayagüez, PR 00681- 9000

EIN : 660-43-3761

Date: May 17, 2022

Date: _____

Recommended by: Ellen Rios de Acarón
Director Engineering COOP Program

Date: _____

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