

**UNIVERSIDAD DE PUERTO RICO
BANCO POPULAR DE PUERTO RICO
AFFINITY AGREEMENT**

APPEAR

AS PRIMARY PARTY FIRST PART: THE UNIVERSITY OF PUERTO RICO (hereinafter referred to as "THE UNIVERSITY"), a public corporation of the Commonwealth of Puerto Rico, dedicated to higher education, Puerto Rico Federal Tax Identification Number XX-XXXXXXX, with its principal office at San Juan, Puerto Rico, represented in this contract by its President, Antonio Garcia Padilla, Esq., of legal age, single and resident of San Juan, Puerto Rico.

AS SECONDARY PARTY: BANCO POPULAR DE PUERTO RICO (hereinafter referred to as "THE BANK") with main offices at 209 Muñoz Rivera Avenue, Hato Rey, Puerto Rico, Federal Tax Identification Number XX-XXXXXXX, represented by its Senior Vice President, Fabio Garcia Passalacqua of legal age, married and resident of San Juan, Puerto Rico.

SET FORTH

WHEREAS, THE UNIVERSITY is the sole public institution of higher education in Puerto Rico, has served for over one hundred years and has graduated more than 400,000 people.

WHEREAS, THE UNIVERSITY desires to cultivate a long term relationship with its students, alumni and friends and as most public universities do, seek their economic support for its various activities, programs and projects.

WHEREAS, THE UNIVERSITY and its eleven campuses are currently developing the infrastructure necessary to consistently foster relationships with its alumni and systematically raise private funds.

WHEREAS, THE UNIVERSITY has been actively soliciting private donations to increase the University's endowment fund.

WHEREAS, THE BANK has provided THE UNIVERSITY since 2005 an affinity credit card program that contributes, according to the terms to be described below, to the steady receipt of donations from students, alumni, friends, faculty and staff for THE UNIVERSITY'S endowment.

WHEREAS, THE UNIVERSITY and THE BANK have expressed the intention of renewing the agreement signed in 2005 for another period of two years, as stipulated in the original agreement.

NOW THEREFORE, the PARTIES hereby agree to the following:

1. DEFINITIONS

When used in this Agreement.

(a) "Agreement" means this agreement, Addendum A, and Schedules A and B.

(b) "Credit Card Account" means a credit card account opened by a Member in response to marketing efforts made pursuant to the Program. A "Student Credit Card Account" is a Credit Card Account opened through an application coded by The Bank as

a student application. An "Alumni Credit Card Account" is a Credit Card Account opened through an application coded BPPR as an alumni application.

(c) "Customer" means any Member who is participant in the Program.

(d) "Mailing List" means an updated and current list and or magnetic tape (in a format designed by THE BANK) containing names, postal addresses and, when available, telephone numbers and e-mail addresses of Members who are at least eighteen (18) years of age, segmented by zip codes or reasonably selected membership characteristics.

(e) "Member" means: (i) an undergraduate or graduate student of THE UNIVERSITY (each a "Student Member"); and (ii), alumni of THE UNIVERSITY, a member of the Alumni Association, friends, faculty and staff of the University, fans, ticket holders, donors and contributors of any University athletic team or athletic department and/or other potential participation mutually agreed to by the Alumni Association and THE BANK (each an "Alumni Member").

(f) "Program" means credit card products THE BANK agrees to offer pursuant to this Agreement to the Members from time to time.

(g) "Royalties" means the compensation set forth In Schedule B.

(h) "Trademarks" means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by THE UNIVERSITY during the term of this Agreement.

(i) "THE UNIVERSITY Affiliate" means any of the eleven (11) campuses and administrative units of the University System.

2. RIGHTS AND RESPONSIBILITIES OF THE UNIVERSITY

(a) THE UNIVERSITY agrees that, during the term of this Agreement, it will endorse the Program exclusively and that neither THE UNIVERSITY nor any THE UNIVERSITY Affiliate shall by itself or in conjunction with others, directly or indirectly (i) sponsor, advertise, aid, develop, market, solicit proposals for programs offering, or discuss with any organization (other than THE BANK) the providing of, any credit card product of any organization other than THE BANK~ (ii) license or allow others to license the Trademarks in relation to or for promoting any credit card product of any entity other than THE BANK, (iii) sell, rent or otherwise make available or allow others to sell, rent or otherwise make available any of its mailing lists or information about any current or potential Members In relation to or for promoting any credit card product of any entity other than THE BANK; and (iv) allow advertising from any other financial institution in THE UNIVERSITY premises, if such advertisement includes a credit card product not Issued by THE BANK. As of today, THE PARTIES acknowledge that there may be similar products being provided by other groups or organization which are not part of the UNIVERSITY and are not UNIVERSITY Affiliates.

(b) THE UNIVERSITY agrees to provide THE BANK with such information and assistance as may be reasonably requested by THE BANK in connection with the Program.

(c) THE UNIVERSITY authorizes THE BANK to solicit its Members by mail, direct promotion, internet, advertisements, e-mail and/or telephone for participation in the Program. The parties agree that no provision in this Agreement regarding the provision of any part of the Mailing Lists by THE UNIVERSITY shall require, or be construed as requiring, THE UNIVERSITY to take any action in violation of applicable provisions of the Family Educational Rights and Privacy Act of 1974 (the "Act") or any other federal or local law or regulation.

(d) THE UNIVERSITY shall have the right of prior approval of all Program advertising and solicitation materials to be used by THE BANK, which contains THE UNIVERSITY'S Trademark; such approval shall not be unreasonably withheld or delayed. In the event that THE BANK incurs a cost because of change in the Trademarks (e.g. the cost of reissuing new credit cards), THE BANK may deduct such costs from Royalties due THE UNIVERSITY. In the event such costs exceed Royalties then due THE UNIVERSITY, THE UNIVERSITY shall promptly reimburse THE BANK for all such costs.

(e) Upon the request of THE BANK, THE UNIVERSITY shall provide THE BANK with the Mailing List free of any charge: provided, however, that THE UNIVERSITY shall not include in any Mailing List the name and/or related information regarding any person who has expressly requested that THE UNIVERSITY not provide his/her personal information to third parties. In the event that THE BANK incurs a cost because of a charge assessed by THE UNIVERSITY or its agents for an initial Mailing List or an update to that list, THE BANK may deduct such costs from Royalties due THE UNIVERSITY. THE UNIVERSITY shall provide the initial Mailing List, containing at least forty thousand (40,000) non-duplicate alumni names (of persons at least eighteen years of age) with corresponding valid postal addresses and, when available, telephone numbers and e-mail addresses of Alumni Members as soon as possible but no later than thirty (30) days after THE UNIVERSITY'S execution of this Agreement. The parties agree that no provision in this Agreement regarding the provision of any part of the Mailing Lists by THE UNIVERSITY shall require, or be construed as requiring, THE UNIVERSITY to take any action in violation of applicable provisions of the Family Educational Rights and Privacy Act of 1974 (the "Act") or any other federal or local law or regulation.

(f) THE UNIVERSITY shall only provide information to or otherwise communicate with Members or potential Members about the Program with THE BANK'S prior written approval, except for current advertising and solicitation materials provided by THE BANK to THE UNIVERSITY. Notwithstanding the above, THE UNIVERSITY may respond to individual inquiries about the Program from Its Members on an individual basis, provided that said responses are accurate and consistent with the then current materials provided by THE BANK to THE UNIVERSITY. Any correspondence received by THE UNIVERSITY that is intended for THE BANK (e.g., applications, payments, billing inquiries, etc.) shall be forwarded to the THE BANK account executive via overnight courier or messenger within 24 hours of receipt. All charges incurred for this service will be paid by THE BANK.

(g) THE UNIVERSITY hereby grants THE BANK and its affiliates a limited, exclusive license to use the Trademarks solely in conjunction with the Program, including the promotion thereof. This license shall be transferred upon assignment of this Agreement. This license shall remain in effect for the duration of this Agreement and shall apply to the Trademarks, notwithstanding the transfer of such Trademarks by operation of law or otherwise to any permitted successor, corporation, organization or individual. THE UNIVERSITY shall provide THE BANK all Trademarks production materials (e.g., camera ready art) required by THE BANK for the Program, as soon as possible but no later than thirty (30) days after THE UNIVERSITY'S execution of this Agreement. Nothing stated in this Agreement prohibits THE UNIVERSITY from granting to other persons a license to use the Trademarks in conjunction with the providing of any other service or product, except for any Credit Card Products.

(h) THE UNIVERSITY shall permit THE BANK to advertise the Program on its home page and at other prominent locations within the internet site of THE UNIVERSITY. THE BANK may establish a "hot-link" from such advertisements to another internet site to enable a person to apply for a Credit Card Account. THE UNIVERSITY shall modify or remove such advertisements within twenty-four (24) hours of THE BANK'S request.

3. RIGHTS AND RESPONSIBILITIES OF THE BANK

(a) THE BANK shall design, develop and administer the Program for the Members.

(b) THE BANK shall design all advertising, solicitation and promotional materials with regard to the Program. THE BANK reserves the right of prior written approval of all advertising and solicitation materials concerning or related to the Program, which may be developed by or on behalf of THE UNIVERSITY.

(c) THE BANK shall bear all costs of producing and mailing materials for the Program.

(d) THE BANK shall make all credit decisions and shall bear all credit risks with respect to each Customer's account(s) independently of THE UNIVERSITY.

(e) THE BANK shall use the Mailing Lists provided pursuant to this Agreement consistent with this Agreement and shall not permit those entities handling these Mailing Lists to use them for any other purpose, nor shall THE BANK reproduce, rent or sell the Mailing List for any reason other than the purpose of fulfilling its obligations under this Agreement. THE BANK shall have the sole right to designate Members on these Mailing Lists to whom promotional material will not be sent. These Mailing Lists are and shall remain the sole property of THE UNIVERSITY. However, THE BANK may maintain separately all information which is obtained as a result of an account relationship or an application for an account relationship. This information becomes a part of THE BANK'S own files and shall not be subject to this Agreement, provided however that THE BANK will not use this separate information in a manner that would imply an endorsement by THE UNIVERSITY.

4. REPRESENTATIONS AND WARRANTIES

(a) THE UNIVERSITY and THE BANK each represents and warrants to the other that as of the Effective Date and throughout the term of this Agreement.

(i) It is duly organized, validly existing and in good standing.

(ii) It has all necessary power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

(iii) This agreement constitutes a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, receivership, organization or other similar laws affecting the enforcement of creditor's rights generally and by general principles of equity.

(iv) No consent, approval or authorization from any third party is required in connection with the execution; delivery and performance of this Agreement, except such as have been obtained and are in full force and effect.

(v) The execution, delivery and performance of this Agreement by such party will not constitute a violation of any law, rule, regulation, court order or ruling applicable to such party.

(b) THE UNIVERSITY represents and warrants to THE BANK as of the date hereof and throughout the term of this Agreement that it has the right and power to license the Trademarks to THE BANK for use as contemplated by this Agreement and to provide the Mailing List(s) to THE BANK for the promotion of the Program. THE UNIVERSITY will hold THE BANK, its directors, officers, agents, employees, affiliates, successors and

assigns harmless from and against all liability, causes of action, and claims, and will reimburse THE BANK'S reasonable and actual costs in connection therewith (including attorney's fees), arising from the Trademark license granted herein or from THE BANK'S use of the Trademarks in reliance thereon, or from the use of any Mailing List(s) by THE BANK for the promotion of the program. Each party shall promptly notify the other party in the manner provided herein upon learning of any claims or complaints relating to such license or the use of any Trademarks.

5. ROYALTIES

(a) During the term of this Agreement, THE BANK shall pay Royalties to THE UNIVERSITY. Royalties will not be paid without a completed Schedule C (W-9 Form and EFT Form). Except as otherwise provided in Schedule B, payment of Royalties then due shall be made on or before twenty (20) days, after the end of each calendar quarter.

(b) On or before the twentieth (20th) day after the end of each calendar quarter during the term of this Agreement, THE BANK will provide THE UNIVERSITY with a statement showing the number of Credit Card Accounts opened, the number of Credit Card Accounts renewed and the retail purchase volume (excluding those transactions that relate to refunds, returns and unauthorized), made during the preceding calendar quarter.

(c) The income produced by this program will be used to increase the Endowment Fund of THE UNIVERSITY.

(d) The BANK must assign codes which identify the campus and individual accounts which generated these funds, and provide the data from which reports can be produced by campus. Each card account should be identified with its respective campus to make easier for Central Administration and for each campus the identification of the revenues obtained from this source.

6. PROGRAM ADJUSTMENTS

A summary of the current features of the Program are set forth in a Schedule A. THE BANK and THE UNIVERSITY could reserves the right to make periodic adjustments to the Program and its terms and features by mutual agreement.

7. CONFIDENTIALITY OF AGREEMENT

The terms of this Agreement, any proposal, financial information and proprietary information provided by or on behalf of one party to the other party prior to, contemporaneously with, or subsequent to, the execution of this Agreement ("Information) are confidential as of the date of disclosure. Such Information will not be disclosed by such other party to any other person or entity, except as permitted under this Agreement or as mutually agreed in writing. THE BANK and THE UNIVERSITY shall be permitted to disclose such Information (i) to their accountants, legal, financial and marketing advisors, and employees as necessary for the performance of their respective duties, provided that said persons agree to treat the Information as confidential in the above described manner and (ii) as required by law or by any governmental regulatory authority.

8. TERM OF AGREEMENT

The term of this Agreement will begin on the Effective Date and end on December 31, 2009. This Agreement will automatically extend at the end of its term or any renewal term for successive-two year periods. The automatic extension or renewal will not take place if EITHER P ARTY at least sixty (60) days prior to the end of the initial or renewal term gives notice in writing to the OTHER PARTY of its intention not to extend or renew the Agreement.

9. STATE LAW GOVERNING AGREEMENT

This Agreement shall be governed by and subject to the laws of the Commonwealth of Puerto Rico (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Puerto Rico.

10. TERMINATION

(a) In the event of any material breach of this Agreement by THE BANK or THE UNIVERSITY, the other party may terminate this Agreement by giving notice, as provided herein, to the breaching party. The notice shall (i) describe the material breach; and (ii) state the party's intention to terminate this Agreement. If the breaching party does not cure or substantially cure such breach within thirty (3) days after receipt of notice, as provided herein (the "Cure Period"), then this Agreement shall terminate thirty (30) days after receipt of notice.

(b) If either THE BANK or THE UNIVERSITY becomes insolvent in that its liabilities exceed its assets, or is adjudicated insolvent, or THE UNIVERSITY takes advantage of or is subject to any insolvency proceeding, or makes an assignment for the benefit of creditors or is subject to receivership, conservatorship or liquidation then the other party may immediately terminate this Agreement.

(c) Upon termination of this Agreement, THE BANK shall, in a manner consistent with Section 10(d) of this Agreement, cease to use the Trademarks. THE BANK agrees that upon such termination it will not claim any right, title, or interest in or to the Trademarks or to the Mailing Lists provided pursuant to this Agreement. However, THE BANK may conclude all solicitation that is required by law.

(d) THE BANK shall have the right to prior review and approval of any notice in connection with, relating or referring to the termination of this Agreement to be communicated by THE UNIVERSITY or any THE UNIVERSITY Affiliate to the Members. Such approval shall not be unreasonably withheld. Upon termination of this Agreement, THE UNIVERSITY shall not attempt to cause the removal of THE UNIVERSITY'S identification or Trademarks from any person's credit devices, checks or records of any Customer existing as of the effective date of termination of this Agreement.

(e) In the event that a material change in any applicable law, statute, operating rule or regulation, or any material change in any operating rule or regulation of either VISA or MasterCard makes the continued performance of this Agreement under the then current terms and conditions unduly burdensome, then THE BANK shall have the right to terminate this Agreement upon ninety (90) days advance written notice. Such written notice shall include an explanation of the burden imposed as a result of such change.

(f) For a one (1) year period following the termination of this Agreement for any reason, THE UNIVERSITY agrees that neither THE UNIVERSITY nor any THE UNIVERSITY Affiliate shall, by itself or in conjunction with others, directly or indirectly, specifically target any offer of a credit or charge card related product to persons who were Customers. Notwithstanding the foregoing, THE UNIVERSITY may, after termination on of this Agreement, offer persons who were Customers the opportunity to participate in another credit card program endorsed by THE UNIVERSITY provided the opportunity is not only made available to such persons but rather as a part of a general solicitation to all Members and provided further no such persons are directly or indirectly identified as a customer of THE BANK, or offered any terms or incentives different from that offered to all Members.

11. MISCELLANEOUS

(a) This Agreement cannot be amended except by written agreement signed by the authorized agents of both parties hereto.

(b) The obligations III Sections 4(b), 7, 10(d) and 10(f) shall survive any termination of this Agreement.

(c) The failure of any party to exercise any rights under this Agreement shall not be deemed a Waiver of such right or any other rights.

(d) The section captions are inserted only for convenience and are in no way to be construed as part of this Agreement.

(e) If any part of this Agreement shall for any reason be found or held invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of this Agreement which shall survive and be construed as if such invalidity or unenforceability shall not affect the remainder of this Agreement, which shall survive and be construed as if such invalid or unenforceable part had not been contained herein.

(f) All notices relating to this Agreement shall be in writing and shall be deemed given (i) upon receipt by hand delivery, facsimile or overnight courier, or (ii) three (3) business days after mailing by registered or certified mail, postage prepaid, return receipt requested. All notices shall be addressed as follows:

(1) If to THE UNIVERSITY:

UNIVERSITY OF PUERTO RICO
Central Administration
Office of Finance
Jardín Botánico Sur
1189 calle Flamboyán
San Juan, Puerto Rico 00926-1117

(2) If to THE BANK

BANCO POPULAR DE PUERTO RICO (624)
PO Box 362708
San Juan, Puerto Rico 00936-2708

Any party may change the address to which communications are to be sent by giving notice, as provided herein, of such change of address.

(g) This Agreement contains the entire agreement of the parties with respect to the matters covered herein and supersedes all prior promises and agreements, written or oral, with respect to the matters covered herein. THE BANK may utilize the services of any third party in fulfilling its obligations under this Agreement.

(h) THE BANK and THE UNIVERSITY are not agents, representatives or employees of each other and neither party shall have the power to obligate or bind the other in any manner except as otherwise expressly provided by this Agreement.

(i) Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any person other than THE UNIVERSITY and THE BANK, their successors and assigns, any rights or remedies under or by reason of this Agreement.

(j) Neither party shall be in breach hereunder by reason of its delay in the performance of or failure to perform any of its obligations herein if such delay or failure is caused by strikes, acts of God or the public enemy, riots, incendiaries, interference by civil or military authorities, compliance with governmental laws, rules, regulations, delays in transit or delivery, or any event beyond its reasonable control or without its fault or negligence.

(k) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(1) Subject to applicable law and regulation, THE BANK has the right to place trademarks on gifts for individuals completing applications and on other premium items, including without limitation t-shirts, hats, "bobble heads", or other items suitable in THE BANK'S judgment for the solicitation of Credit Card Account applications. THE UNIVERSITY shall have final approval of the use and appearance of the Trademarks used on such materials, but hereby grants THE BANK the right to use such approved materials at THE BANK'S discretion. In no event shall THE BANK be required to pay additional amounts to any third party (e.g., any producer, licensor (ee) or manufacturer of such gifts and premiums) as royalties otherwise due directly or indirectly to or on behalf of THE UNIVERSITY for such gifts or premiums. THE UNIVERSITY agrees to waive such payments from any such third party (ies) (and/or to cause the usual recipient(s) of such payments to waive such payments), and to execute and deliver (and/or to cause the usual recipient(s) of such payments to execute and deliver) such additional documentation as may be necessary or appropriate to give effect to this waiver. If a third party should refuse to give effect to THE UNIVERSITY's waiver by reducing the price to THE BANK for such gifts or premiums by the applicable amount then THE BANK may deduct such applicable amount from all Royalties otherwise due under this Agreement to THE UNIVERSITY.

This Agreement is entered into as of this 18 day of December, 2008,

IN WITNESS WHEREOF, each of the parties, by its representative, has executed this Agreement as of the Effective Date.

UNIVERSITY OF PUERTO RICO

BANCO POPULAR DE PUERTO RICO

SCHEDULE A

TERMS AND FEATURES

Subject to (i) BPPR'S right to vary the program and its terms and features at its own discretion, and (ii) the applicable agreement entered into between BPPR and each Customer:

A. CREDIT CARD ACCOUNTS

Price Structure	Students	Alumini, Employees & Friends
Annual Fee	\$0 forever	\$0 forever
Tarjetas Adicionales	N/A	Free
Introductory Offer	0% for the first 6 months on purchases and balance transfers	
Retail Purchases APR	14.99%	8.99% - 19.99% depending on the applicant's credit history.
Cash Advance APR	19.99%	
	\$300 - \$3,000	\$500 - \$50,000

Features & Benefits	Students	Alumini, Employees & Friends
Customer Services	24/7 local services in 200 branches, Telebanco and www.bancopopular.com	
PREMIA (rewards program)	Optional (\$15); 1 point for every \$2 in purchases. Points can be redeemed for travel, merchandise, gift certificates, gift cards, etc.	
Telepago	Free	
"Zero Fraud Liability"	Free	
Online banking	Free	
Extended Warranty	Free	
Verified by "Visa"	Free	
Travel Insurance	Free \$75,000	Free \$250,000
Easy of Payment	Customers can pay their credit card bill at any of our 200 branches or by mail, telephone or internet	

Id Popular	Students	Alumini, Employees & Friends
Online Banking	Free	N/A
Discounts	Yes	
Credit Education	Yes	
Budgeting Tools	Yes	

B. CREDIT EDUCATION

BPPR will prepare the necessary materials to educate students on the importance of maintaining a good credit history.

SCHEDULE B

ROYALTY ARRANGEMENT

During the term of this Agreement, BPPR will pay UPR a Royalty calculated as provided below. All Royalty payments due hereunder are subject to approval by BPPR for any prior overpayment of Royalties by BPPR:

A. CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new Credit Card Account opened which remains open for at least ninety (90) consecutive days.
2. \$1.00 (one dollar) for each Credit Card Account which: 1) has a balance greater than zero as of every anniversary of this agreement; and 2) has had active charging privileges for each of the preceding twelve months.
3. 0.40% (four tenths of one percent) of all retail purchase and balance transfer transactions dollar volume generated by Customers using a Credit Card Account which: 1) has a balance greater than zero as of every anniversary of this agreement; and 2) has had active charging privileges for each of the preceding twelve months.

ADDENDUM A

**TO AGREEMENT FOR AFFINITY CARD
BETWEEN THE UNIVERSITY OF PUERTO RICO
AND BANCO POPULAR DE PUERTO RICO**

This Addendum to the Affinity Agreement ("Affinity Agreement") entered into by and between the University of Puerto Rico ("THE UNIVERSITY") and Banco Popular de Puerto Rico ("THE SUPPLIER"), employer social security number XX-XXXXXXX, incorporates the mandatory contract clauses required by the University of Puerto Rico regulations to appear in all Agreements signed by It, the same, if and when applicable, shall be effective upon execution of the said Agreement and shall become part of and be incorporated into the said Agreement as if it was written therein.

ONE: DEPARTMENT OF LABOR INSURANCES COMPLIANCE CLAUSE-----

THE SUPPLIER certifies and guarantees that it IS making, and will make, any payments related to unemployment insurance, SINOT, temporary disability, drivers insurance (if applicable), as required by the Department of Labor of the Commonwealth of Puerto Rico, and/or is under a payment plan that it IS being fully complied with. It expressly recognizes that the absence of truth in this statement will constitute sufficient cause for THE UNIVERSITY to cancel the Agreement; in such case, THE SUPPLIER will have to reimburse THE UNIVERSITY any amount of money received under the Agreement. -----

TWO: GOVERNMENT ETHICS ACT CERTIFICATION CLAUSE-----

THE SUPPLIER represents that no employee or officer of THE UNIVERSITY has direct or indirect pecuniary interest in the granting of the Agreement, pursuant to Law 12 of July 24, 1985, known as the Commonwealth of Puerto Rico's Government Ethics Act. In the same way, the signing officer to the Agreement for THE UNIVERSITY represents that he/she does not have any kind of pecuniary interest in realizing the same. -----

THREE: AUDIT DOCUMENT PRESERVATION CLAUSE -----

THE SUPPLIER agrees to preserve all reports and other documents related with the services rendered under the Agreement and make them available to be examined or copied by the Office of Internal Auditors of the University, or by any firm of external auditors retained by THE UNIVERSITY or by the Office of the Comptroller of Puerto Rico for purposes of auditing THE UNIVERSITY. Any audit of the work of THE SUPPLIER under the Agreement will be performed in reasonable dates during the period of performance of its services or thereafter, and according to generally accepted auditing practices. Those document will be kept by THE SUPPLIER for a period of no less than six (6) years or until an investigation by the Office of the Comptroller of Puerto Rico is performed, whatever happens first. -----

FOUR: LIABILITY RELEASE CLAUSE -----

THE SUPPLIER, notwithstanding the release clause provided for in the Agreement and supplementing the same, states that it will be responsible for any Judicial and/or extra judicial claim and responsible to provide indemnity for damages and harm, where damages or harm are

allegedly caused by willful acts or gross negligent actions or omissions, occurring totally or partially during the realization of the services or job contracted for herein by THE SUPPLIER, exonerating and releasing THE UNIVERSITY of all responsibility in said cases. Such indemnity does not apply to any acts asserted against THE UNIVERSITY caused by negligent actions or omissions allegedly caused by caused by itself, its agents or employees. -----

FIVE: TERMINATION CLAUSE -----

Notwithstanding the termination clause provided for in the Agreement, THE UNIVERSITY reserves the right to terminate the Agreement by notifying THE SUPPLIER thirty (30) days prior to the date of the termination. Also, THE UNIVERSITY may immediately cancel the Agreement without previous notice when THE SUPPLIER engages in negligence, unfulfillment, or violation of any condition of the Agreement. In terminations under this clause it is agreed that the only recourse of THE SUPPLIER will be the recovery of any fees owned for services rendered up until the date the notice of termination is received. -----

SIX: GOVERNMENT FUNDS OR PROPERTY CERTIFICATION CLAUSE -----

THE SUPPLIER certifies that it has not been convicted of any crime or violation of law against the national treasury, any legal authority or regarding state or federal government funds or property, pursuant to Puerto Rico Public Law number 458 of December 29, 2000, as amended. This condition is essential for granting the present Agreement and if the certification turns out to be incorrect, in whole or in part, it shall be sufficient cause for THE UNIVERSITY to cancel it unilaterally and THE SUPPLIER will have to reimburse all sums of money received under the Agreement to THE UNIVERSITY. The Agreement will be terminated if during its execution THE SUPPLIER IS found guilty of any violation of law against the national treasury, legal authority or regarding state or federal government funds or property. -----

SEVEN: NON DISCRIMINATION CLAUSE -----

THE SUPPLIER certifies that it will not discriminate in account of sex, age, race, color, national origin or social condition, physical or mental impairment, political or religious believes or status in any employment contracting or subcontracting practices called for by the Agreement. -----

EIGHT: GOVERNMENT EMPLOYMENT CERTIFICATION CLAUSE -----

Where applicable the THE SUPPLIER certifies that he/she does not hold a regular or trusted position in any of the instrumentalities of the Commonwealth of Puerto Rico and that he/she does not receive payment or compensation for regular services rendered under appointment of personal services contract or agreement with any instrumentality of the Commonwealth of Puerto Rico,

except in those cases authorized by law. If THE SUPPLIER certifies that he/she has all Agreement with another organism or municipality of the Commonwealth of Puerto Rico, he/she guarantees that there is no incompatibility between both Agreements. -----

NINE: WRITTEN AGREEMENT ONLY CLAUSE -----

Pursuant to the regulations which govern Contracting within THE UNIVERSITY, the appearing parties in the Agreement, agree and accept that no services will be required, nor rendered once the Agreement has expired, or unless an amendment to the same including the required services is made before said time or a Agreement for said services is executed. THE SUPPLIER agrees and accepts that no payments will be made for services rendered in violation of this clause. THE SUPPLIER is hereby advised that any person or employer of THE UNIVERSITY who requires or accepts services in violation of this clause is acting without any legally binding authorization whatsoever. -----

TEN: CONFLICT OF INTEREST CLAUSE -----

Both parties agree that signing the Agreement in no way limits or prevent THE SUPPLIER from freely conducting its business practice with other parties, but nonetheless THE SUPPLIER acknowledges that it is expected that it will not enter into business relationships that may create a situation of conflict of interest between THE SUPPLIER and THE UNIVERSITY. -----

In this regard THE SUPPLIER recognizes that in discharging its responsibilities under the Agreement, it has the duty of loyalty towards THE UNIVERSITY, which includes not having adverse interests to those of THE UNIVERSITY. These adverse interests include the knowing representation of clients that create conflicts of interest between THE SUPPLIER, THE UNIVERSITY and such other clients. This obligation also includes the continuous responsibility to inform THE UNIVERSITY of the circumstances of relations with clients and third parties that may constitute conflict of interest or that could influence THE UNIVERSITY'S decision to maintain the Agreement. -----

THE SUPPLIER has a conflict of interest whenever, in benefit of a client, it is THE SUPPLIER'S duty to promote that which he/she should or must oppose in complying with his obligations to another client. It is also a conflict of interest when THE SUPPLIER'S conduct is described as such in the ethics regulations that apply to THE SUPPLIER'S business.-----

In Agreements with societies or firms, it will constitute a violation of this prohibition that one of his partners, associates, or employees knowingly engages in the conduct herein proscribed. THE SUPPLIER will avoid even the likelihood of the existence of conflict of interest. THE SUPPLIER recognizes the supervisory power of THE UNIVERSITY in relation to THE SUPPLIER'S compliance with the prohibitions herein stated. If it is understood that conflicts of interest exist or

have arisen, THE UNIVERSITY will notify its findings to THE SUPPLIER, in writing, and its intentions of ending the Agreement in a thirty (30) day period. In that period of time, THE SUPPLIER can ask for a meeting to present its arguments towards the findings, which meeting will be granted in all cases. If this meeting is not requested during the period of time herein mentioned or the controversy is not satisfactorily resolved during the meeting the Agreement will be terminated. -----

ELEVEN: CODE OF ETHICS FOR AGREEMENTORS SUPPLIERS CLAUSE-----

THE SUPPLIER 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 the Commonwealth of Puerto Rico"; and to include in all of its Invoices the following certification clause 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 Contract 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."

It is acknowledged by THE SUPPLIER that no payments will be made and no invoices will be processed unless the above stated certification clause is included in said invoice. -----

TWELVE: INDEPENDENT CONTRACTOR CLAUSE -----

THE SUPPLIER acknowledges that it is an independent Contractor of the University of Puerto Rico, and that neither itself; its agents, partners, employees; or subcontractors are, or will, deemed themselves to be, or be considered, during the Term of the Agreement employees of THE UNIVERSITY. The Agreement does not allow THE SUPPLIER to claim any of the rights and prerogatives that under the existing laws and regulations are available to the regular employees of THE UNIVERSITY. -----

THIRTEEN: INCOME TAX CERTIFICATION CLAUSE -----

THE SUPPLIER certifies that he/she owes no income tax or money to any agency of the Government of Puerto Rico. He/she expressly recognizes that the absence of truth in this statement will constitute sufficient cause for THE UNIVERSITY to cancel the Agreement; in such case, THE SUPPLIER will have to reimburse THE UNIVERSITY any amount of money received under the Agreement. -----

FOURTEEN: INCOME TAX AND SOCIAL SECURITY RETENTION WARNING CLAUSE -----

-----When THE SUPPLIER is a bona fide resident of Puerto Rico, by signing the Agreement, certifies and guarantees that he/she has received paid and rendered his/hers income tax statements to the Treasury Department of Puerto Rico during the last five years previous to the Agreement. He/she also guarantees that does not owe taxes of any type to the Commonwealth of Puerto Rico. THE SUPPLIER expressly recognizes that the lack of truthfulness will constitute enough reason for THE UNIVERSITY to leave without effect the Agreement; in that case, THE SUPPLIER will have to reimburse to THE UNIVERSITY the total amount of money received under the Agreement. -----

-----When THE SUPPLIER is not a bona fide resident of Puerto Rico, by signing the Agreement, certifies and guarantees that he/she has not received or produced income subject to taxation by the Department of Treasury of Puerto Rico during the previous five (5) years from the granting of the Agreement; because for which, he/she does not have any tax obligation with the Department of Treasury of Puerto Rico for the last five (5) years. In addition, guarantees that he/she does not have tax debts of any type with the Commonwealth of Puerto Rico. THE SUPPLIER expressly recognizes that the lack of truthfulness will constitute enough reason for THE UNIVERSITY to leave without effect the Agreement; in that case, THE SUPPLIER will have to reimburse to THE UNIVERSITY the total amount of money or goods received under the Agreement. _____

-----THE SUPPLIER, promises that he/she will pay to the Commonwealth of Puerto Rico taxes for gains, benefits or annual or periodical income that are obtained as compensation for services rendered or virtue of the present Agreement. No retention or reduction on his/hers fees will be made to THE SUPPLIER for Social Security payment. -----

-----In the case of bona fide residents of Puerto Rico, THE UNIVERSITY will hold on the payment to THE SUPPLIER for services rendered up to seven percent (7%) as expressed in Section 143C 0 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 first one thousand dollars (\$1000) earned are exempt from this deduction. -----

-----In the case of not bona fide residents of Puerto Rico the withholding rates ranges from 20% for nonresident United States citizens to 29% for nonresident alien individuals, according to the Puerto Rico Internal Revenue Code of 1994, as amended. All United States citizens not residing in Puerto Rico who perform or deliver services m Puerto Rico that are subject to tax, will also have the alternative of filing a Puerto Rico tax return form.

----- THE SUPPLIER is responsible to render his/her income tax forms and to 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 the Agreement. THE UNIVERSITY will notify the

Treasury Department of Puerto Rico of payments and reimbursements made to THE SUPPLIER under the Agreement. -----

----- THE SUPPLIER acknowledges that he/she is obliged, as a necessary condition to the Agreement, to submit the certifications, releases, and documents that evidence his/her tax status that may be required by THE UNIVERSITY or its representative. -----

----- THE SUPPLIER expressly recognizes that the foregoing is an essential condition of the present Agreement and that if the information herein provided is not correct, this will constitute in itself sufficient cause for THE UNIVERSITY to terminate the Agreement and for THE SUPPLIER to reimburse any amount of money collected under the same. -----

FIFTEEN: CHILD SUPPORT CLAUSE -----

THE SUPPLIER, certifies and guarantees that, at the time of signing the Agreement, he/she does not have any obligation in child support payments or is under a payment plan that is being fully complied with. If a resident of Puerto Rico, this condition is essential for granting the present Agreement and if the preceding turns out to be incorrect, in whole or in part, it shall be sufficient cause for THE UNIVERSITY to cancel it unilaterally and THE SUPPLIER will have to reimburse all sums of money received under the Agreement to THE UNIVERSITY. -----

SIXTEEN: PROPRIETARY DESIGNS CLAUSE -----

THE SUPPLIER shall not use the name of the University of Puerto Rico, the trademark UPR, its symbols, seals or any other distinctive mark of the University of Puerto Rico without its express written consent. -----

SEVENTEEN: COMPTROLLER'S CERTIFICATION CLAUSE -----

Both parties agree and stipulate that pursuant to Puerto Rico Public Law Number 127 of May 31, 2004 no work or payment under the Agreement may be claimed by either party until the Agreement has been submitted for recording to the Office of the Comptroller of Puerto Rico as required by Puerto Rico Public Law number 18 of October 30, 1975 as amended. -----