

Arizona State University
and
Universidad Tecnológica del Uruguay

PARTICIPATORY ACTION RESEARCH SERVICES AGREEMENT

This Participatory Action Research Services Agreement ("Agreement") is made by and between the Arizona Board of Regents acting on behalf of Arizona State University via its Office of the Knowledge Enterprise Architect ("ASU") and Universidad Tecnológica del Uruguay ("Organization", "UTEC"). This Agreement sets forth the details of our mutual agreement regarding the provision of participatory action research services ("PAR Services") by ASU to Organization.

Section 1: Term and Termination

- (a) This Agreement commences on July 7, 2020 ("Effective Date") and continues for three (3) years, subject to termination of this Agreement by either of the parties according to the obligations provided for herein ("Term"). If the duration of a Project extends beyond the end of the Term, the Term will automatically extend to allow for the completion of the Project. During the Term, ASU will be available for consultation for Projects and at such times, places as are mutually acceptable to Organization and ASU.
- (b) Either party may terminate this Agreement at any time upon giving the other party sixty (60) day's written notice. If Organization terminates or halts work during the course of a Project, Organization will be obligated to pay those fees and expenses that Organization is to pay under the relevant SOW, but only to the extent that they have been actually earned, incurred, or irretrievably committed by the end of the Term.
- (c) In the event of a breach, the non-breaching party shall, immediately upon becoming aware of the breach, provide the breaching party with written notice of the breach and allow the breaching party 30 days to cure the breach. In the event the breach is not cured within the 30-day period, then non-breaching party may immediately terminate the Agreement.

Section 2: Statements of Work

- (a) Subject to the terms and conditions set forth in this Agreement, ASU and Organization may participate in one or more projects (each, a "Project"). The details of a Project will be described in a Statement of Work ("SOW"). A SOW is not effective until it has been duly agreed to, and executed by, an authorized representative of each party. SOWs are considered to be parts of the Agreement and in the event of a conflict or ambiguity between the Agreement and a SOW, the terms of the SOW govern and control.

Section 3: Confidentiality

- (a) During the Term, each party ("Disclosing Party") will make available to the other party (Receiving Party) information that is not generally known to the public and, at the time of disclosure, is defined as, or would reasonably be understood by the Receiving Party to be proprietary or confidential ("Confidential Information"). A Disclosing Party may share Confidential Information in oral, visual, written, electronic, or other form. Confidential Information includes, but is not limited to, Personal Data, business plans, deliverables, strategies, forecasts, projects, analyses, business processes, methods, models, organizational information, system architecture, software, graphics, computer programs, design ideas, concepts, flow charts, diagrams, progress reports, methods, research and other personal or intellectual property relating to either party or its parent organization or affiliates. "Personal Data" means any information related to any identified or identifiable natural or legal person, such as Organization's employees, customers, partners, or any other third party and any other additional data deemed as personal data under applicable personal data protection laws. Organization may make personal Data available to the ASU for processing on behalf of Organization pursuant to a Project under this Agreement.

Confidential Information does not include information that is:

- i. Rightfully in Receiving Party's possession prior to the date of disclosure by Disclosing Party;
- ii. Available to the public prior to the date of disclosure by Disclosing Party or that became available to the public after Disclosing Party's disclosure without any unauthorized act or omission by Receiving Party;
- iii. Disclosed to Receiving Party prior to, or subsequent to, the disclosure by Disclosing Party without restriction by a third party who had a right to disclose and was not under an obligation of confidence to Disclosing Party, or
- iv. Independently developed by Receiving Party by a person having no access to the Confidential Information as evidenced by written records or other tangible evidence.

Confidential Information will not be deemed available to the public or in Receiving Party's possession merely because it may be embraced by a more general disclosure or merely because it may be derived from combinations of disclosures available to the public or in Receiving Party's possession.

- (b) Organization agrees that ASU may use anonymized, aggregated Personal Data that is shared by Organization during the term of this Agreement for internal uses.
- (c) ASU, as a public institution, is subject to ARS §§ 39-121 to 39-127 regarding public records. Any provision regarding confidentiality is limited to the extent necessary to comply with Arizona law.

Section 4: Intellectual Property Rights

- (a) ASU Intellectual Property includes any instructional materials, software programs, diagrams, reports, copyrighted assessments, surveys, or anything else that ASU provides or distributes to Organization in connection with this Agreement. Intellectual

Property includes anything that has already been conceived or developed prior to, outside of, during, or after, engagement with Organization ("ASU Intellectual Property"). In no event is any ASU Intellectual Property considered a "work for hire" and, except as provided in this Section 4, in no way does the provision of services under this Agreement confer any license, right, title or interest in ASU Intellectual Property to Organization.

- (b) For any ASU Intellectual Property used, incorporated into, required for use of, or provided with any services or deliverables provided to Organization during the course of this Agreement, ASU hereby grants to Organization a worldwide, perpetual, non-exclusive, non-transferable, non-sublicensable license to use ASU Intellectual Property solely to the extent for Organization to make use any services or deliverables for their intended purposes, including to have any third-party contractors implement any solutions provided for in the deliverables on behalf of Organization. **Organization shall not make, have made, sell, offer for sale, execute, reproduce, display, perform, distribute externally, to any third party copies of, or prepare derivative works of ASU Intellectual Property without the prior written permission of ASU.**

Section 5: Payment of Invoices

- (a) Organization shall pay to ASU the fees described in each SOW. Unless other payment terms are agreed-to in a SOW:
- i. Payment is due Net 30 days from the date of invoice from ASU;
 - ii. Organization shall pay all reasonable out-of-pocket expenses for ASU personnel for Organization-approved travel and other expenses; and
 - iii. ASU will pay any income, employment, or other taxes due on consulting fees. Organization will not withhold any taxes.

Section 6: Relationship of Parties

- (a) ASU will act as an independent contractor rendering PAR Services. ASU has no authority to execute contracts or make commitments on behalf of Organization. Nothing contained in this Agreement shall be deemed to create the relationship of employer/employee, principal/agent, partners, or joint ventures between ASU and Organization.
- (b) ASU will provide PAR Services on a non-exclusive basis to Organization. Organization acknowledges that during and after the Term ASU can and will offer and provide PAR Services for organizations other than Organization. However, providing such services does not relieve ASU of its obligations with respect to Confidential Information provided for in Section 3 (Confidential Information) of this Agreement.

Section 7: Representations and Warranties

- (a) The parties represent and warrant that:
- i. Each has the full power and authority to enter into this Agreement;

- ii. This Agreement is duly authorized by all necessary action and has been duly executed and delivered; and
- iii. Neither party has entered into any other agreement with any other entity that contains restrictive provisions regarding confidentiality and/or non-competition that may impair their ability to perform their specific obligations under this Agreement.

(b) ASU represents and warrants that:

- i. It or its personnel will perform the PAR Services in a professional and workmanlike manner consistent with accepted industry standards;

THE PAR SERVICES ARE PROVIDED “AS IS”, “WITH ALL FAULTS” AND “WITH ALL DEFECTS”. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER ASU, THE ARIZONA BOARD OF REGENTS, THE STATE OF ARIZONA NOR THEIR REGENTS, OFFICERS, EMPLOYEES, STUDENTS OR AGENTS (INDIVIDUALLY “ASU PARTY” AND COLLECTIVELY “ASU PARTIES”), MAKE ANY REPRESENTATIONS OR WARRANTIES EITHER EXPRESS OR IMPLIED OF ANY KIND, AND HEREBY EXPRESSLY DISCLAIM ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES OF ANY KIND AS TO THE PRODUCTS AND/OR ANYTHING MANUFACTURED, USED, SOLD, OFFERED FOR SALE, IMPORTED, EXPORTED, DISTRIBUTED, OR OTHERWISE DISPOSED OF PURSUANT TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO: ANY WARRANTIES OF MERCHANTABILITY, CONFORMANCE TO ANY SPECIFICATIONS, TITLE, FITNESS, ADEQUACY OR SUITABILITY FOR A PARTICULAR PURPOSE (INCLUDING, BUT NOT LIMITED TO, HEALTH CARE AND MEDICAL USE), USE OR RESULT; AND ANY WARRANTIES OF FREEDOM FROM INFRINGEMENT OR MISAPPROPRIATION OF ANY DOMESTIC OR FOREIGN PATENTS, COPYRIGHTS, TRADE SECRETS OR OTHER PROPRIETARY RIGHTS OF ANY PARTY. Organization agrees that it shall not have relied on any oral or written statements or any other materials provided by the ASU Parties in connection with this Agreement and User affirms that the decision to enter into this Agreement and implement any solutions offered up as part of the PAR Services is based solely on User’s independent due diligence.

Section 8: General Provisions:

- (a) Entire Agreement; Waiver; Modification. This Agreement constitutes the entire agreement between the parties and supersedes any previous oral or written agreement between the parties relating to the matters addressed by this Agreement, except that with respect to Confidential Information it will only expand, and not replace, the provisions of any other agreement between the parties. No waiver of any provision hereof shall be deemed to or shall constitute a waiver of any other provision, nor shall any such waiver constitute a continuing waiver, unless otherwise agreed to in writing. Any amendment to this Agreement must particularly refer to this Agreement, state that it is an amendment, be in writing, and be executed by an authorized person for each party. In the event of a conflict or ambiguity between this Agreement and a Statement of Work the terms of the Statement of Work shall govern and control.
- (b) The parties will comply with all applicable laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination including

the Americans with Disabilities Act. If applicable, the parties will abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

- (c) If within 3 years after the execution of this Agreement, Organization hires as an employee or agent any ASU representative who was significantly involved in negotiating, securing, drafting, or creating this Agreement, then ASU may cancel this Agreement as provided in Arizona Revised Statutes (ARS) § 38-511.
- (d) The parties agree to arbitrate disputes filed in Arizona Superior Court that are subject to mandatory arbitration pursuant to ARS § 12-133. ARS § 12-1518 requires this provision in all ASU contracts.
- (e) To the extent required by ARS § 35-214, the non-ASU parties to this Agreement (jointly and severally, Organization) will retain all records relating to this Agreement. Organization will make those records available at all reasonable times for inspection and audit by ASU or the Auditor General of the State of Arizona during the term of this Agreement and for 5 years after the completion of this Agreement. The records will be provided at the Arizona State University in Tempe, Arizona, or another location designated by ASU on reasonable notice to Organization.
- (f) Organization will not do any of the following, without, in each case, the ASU's prior written consent:
 - i. use any names, service marks, trademarks, trade names, logos, or other identifying names, domain names, or identifying marks of Arizona State University ("ASU Marks") for any reason, including online, advertising, or promotional purposes;
 - ii. issue a press release or public statement regarding this Agreement; or
 - iii. represent or imply any ASU endorsement or support of any product or service in any public or private communication. Any permitted use of The ASU Marks must comply with ASU's requirements, including using the ® indication of a registered mark.
- (g) Title IX protects individuals from discrimination based on sex, including sexual harassment. ASU fosters a learning and working environment built on respect and free of sexual harassment. Organization may find ASU's Title IX Guidance online. Organization will:
 - i. Comply with the ASU's Title IX Guidance;
 - ii. Provide the ASU's Title IX Guidance to any Organization Parties reasonably expected to interact with Arizona State University students or employees, in person or online; and
 - iii. Ensure that all Organization Parties comply with The ASU's Title IX Guidance.

- (h) Arizona State University is tobacco-free. For details visit asu.edu/tobaccofree.
- (i) All notices and communications required or permitted under this Agreement will be in writing and will be given by personal delivery against receipt (including private courier such as FedEx), or certified U.S. Mail, return receipt requested. All notices and communications will be sent to the addresses below or such other addresses as the parties may specify in the same manner.

To ASU (on behalf of ASU):

University Design Institute
300 E University Dr, Tempe, AZ 85281
Attn: Dr. Minu Ipe

To Organization: With a copy to:

Universidad Tecnológica del Uruguay
Av. Italia 6201, Parque Tecnológico del LATU, Edificio Los Talas, Montevideo,
UY.
Attn: Juan Marrero

Notices, if delivered, and if provided in the manner set forth above, will be deemed to have been given and received on the date of actual receipt or on the date receipt was refused. Any notice to be given by any party may be given by legal counsel for such party.

- (j) Organization may not transfer or assign this Agreement or any of Organization's rights or obligations hereunder, directly or indirectly, or by operation of law, without ASU's prior written consent, and any attempt to the contrary will be void.
- (k) This Agreement will be governed by the laws of the State of Arizona without regard to any conflicts of laws principles. ASU's obligations are subject to the regulations/policies of the Arizona Board of Regents. Any proceeding arising out of or relating to this Agreement will be conducted in Maricopa County, Arizona. Each party consents to such jurisdiction, and waives any objection it may have to venue or convenience of forum.

Remainder of Page Intentionally Blank. Signature Page Follows.

Please indicate Organization's acceptance of this Agreement by having the enclosed duplicate original signed by a person who, by signing, also personally warrants his or her authority to bind Organization. Then return one original to me. For convenience, we can exchange signatures electronically by fax or e-mailed .pdf files, thus putting the Agreement into effect. If we do so, any subsequent paper copies signed will serve only to confirm the Agreement established by the electronically-exchanged signatures.

ASU:

Arizona Board of Regents for and on behalf of Arizona State University

Name: _____

Title: _____

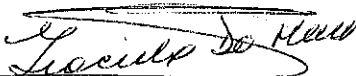
Signature: _____

Date: _____

Organization:

Universidad Tecnológica del Uruguay

Name: Graciela Do Mato



Title: Member of the Board of Directors

Signature: _____

Date: July 7th, 2020.

EXHIBIT A: STATEMENT OF WORK (SOW)

This is a Statement of Work ("SOW") describing a Project under the Services Agreement with an effective date of July 7, 2020 ("Agreement") by and between Arizona Board of Regents acting on behalf of Arizona State University via its University Design Institute ("ASU") and Universidad Tecnológica del Uruguay ("Organization", "UTEC"). ASU's contact person for this Project is Dale Johnson and Organization's contact person for this Project is Juan Marrero. Communications for this Project should be sent to the parties' respective contact peoples' attention. Capitalized terms in this SOW will have the meanings ascribed to them in the Agreement.

Project Title	UTEC Digital Innovation Initiatives
Project Dates	July 7, 2020 – September 30, 2020
Project Description	<ol style="list-style-type: none"> 1. ASU will design and deliver two, one-hour online Solution Sessions for USD 2000 each on the development and use of learning analytics. <ol style="list-style-type: none"> a. Dale Johnson, director of digital innovation, will work with UTEC staff to customize the sessions. b. The sessions will be in Spanish to facilitate faculty use of the information. c. The sessions will be recorded so UTEC can share them with all faculty. d. ASU will provide the sessions on the dates to be agreed to with UTEC staff.
Delivery Modality	Webinar workshops
Project Fee	\$4,000 USD plus travel expenses if UTEC requests in-person presence for any portion of the services

<p>DIRECTORS Dale Johnson Dale.Johnson@asu.edu</p> <p>PROJECT ASSISTANT Beatriz Fuentes-Anderson mbfuentes@asu.edu</p>	<p>CLIENT IMPLEMENTATION CONTACT Juan Marrero juan.marrero@utec.edu.uy</p>
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Payment Schedule and Invoicing

Payment is due Net 30 days from the date of invoice from the ASU. Remittance for the program Fees should be made payable in US dollars to "Arizona State University."

All payments should be sent to:

Kristi J. Kappes, M.Ed.
Business Operations Manager, Sr.
Executive Administration

Arizona State University

p: 480-965-1861

email: kristi.kappes@asu.edu

Approved and accepted:

Arizona Board of Regents for and on behalf of Arizona State University

Name: _____

Title: _____

Signature: _____

Date: _____

Universidad Tecnológica del Uruguay

Name: FRANCIELA DO NASCIMENTO

Title: CONSEJERA UTEC

Signature: Franciela Do Nascimento

Date: 7/7/2020