

UNIVERSITY OF PUERTO RICO
RÍO PIEDRAS CAMPUS

PERSONAL SERVICES CONTRACT

APPEARING

THE FIRST PARTY, the **Río Piedras Campus of the University of Puerto Rico** (from here on the CAMPUS),
represented in this act by its Chancellor _____, of legal age, _____,
resident of _____.
(*marital status*)

THE SECOND PARTY, _____, of legal age, _____, resident of
_____, and _____ by profession.
(*marital status*)

BOTH PARTIES consent to the present contract in accordance with the following:

TERMS AND CONDITIONS

FIRST: By virtue of the authority granted to the CAMPUS by Article 7 of The University of Puerto Rico Act, Law No.1 of January 20th, 1966, as amended, 18 P.R. Stats. § 601, the CAMPUS hereby contracts the **personal services** of THE SECOND PARTY to carry out the assignments described below, in the Faculty/Office of _____ belonging to the Department/Deanery of _____.

Detail the provider's responsibilities: (If required, annex any sheet(s) with the description)

SECOND: The present contract shall be valid for the following term: from _____, 20__ to _____, 20__.

THE PARTIES expressly recognize that by subscribing the present contract it does not imply that it shall be extended further than the expiration date established herein or create any expectation of renewal. Neither does it imply the appointment of THE SECOND PARTY to a regular position in its broadest sense. If the funds designated for the payment of the services agreed upon this contract are not recurring funds or come from external resources, the duration of this contract will be subject to the sufficiency and availability of said funds. If during the contract period, for any reason, there are insufficient funds to pay the contracted services; THE CAMPUS may resolve this contract by giving written notice to that effect.

Name: _____

Applicable only to professors:

If THE SECOND PARTY is being hired as teaching staff, through his/her signature, THE SECOND PARTY, accepts and agrees to comply with the required contact hours for each course and with any hours that may be necessary or required to carry out all other functions inherent to their duties. If, as a consequence of extraordinary or unexpected circumstances the academic semester is extended, the term of the present contract will also extend until the semester has concluded without added compensation.

THE SECOND PARTY shall not render services to the CAMPUS until this contract has been formalized. In order to comply with this disposition, THE SECOND PARTY agrees to the following:

A. The forwarding of this contract to the Chancellor’s office to obtain his/her signature, which must include the scheduled courses to be lectured by THE SECOND PARTY during the period stated in the FIRST clause.

B. That this contract may be modified in its FIRST, THIRD and FOURTH clauses if, as the result of the outcome of the final enrollments, THE SECOND PARTY’s academic workload (courses and assigned sessions) vary.

THIRD: BOTH PARTIES agree that, for the services rendered, THE SECOND PARTY shall receive from the CAMPUS a payment of \$ _____ per hour (\$ _____ total amount); monthly (\$ _____ total amount); per period; at the end of the period; distributed in the following manner: \$ _____ from the account _____ and \$ _____ from the account _____.

In the case of visiting professors, in addition to his/her salary, THE SECOND PARTY shall receive a maximum amount of \$ _____ to cover additional expenses, payable after the submission of the documents accrediting the incurred expenses.

Specify additional expenses: (If required, annex any sheet(s) with the description)

FOURTH: THE SECOND PARTY accepts and agrees to work _____ hours per week monthly in the period, equivalent to a full-time part-time workload.

FIFTH: THE SECOND PARTY agrees to register his/her attendance in accordance with the rules established by the CAMPUS.

SIXTH: LABOR LICENSES

A. THE SECOND PARTY shall accumulate shall not accumulate ordinary leave; shall accumulate shall not accumulate sick leave. Ordinary and sick leave accumulation shall be governed by the provisions stated in the instructions that accompany this contract.

B. THE SECOND PARTY shall accumulate shall not accumulate ____days ____hours of ordinary leave which s/he shall enjoy in the term of the present contract, during the month(s) of _____. If absences occur, these will affect the amount of ordinary leave accumulated, resulting in modifications to this benefit.

SEVENTH: THE SECOND PARTY shall be exempt shall not be exempt from tuition fees for the first semester; shall be exempt shall not be exempt from tuition fees for the second semester; shall be exempt shall not be exempt from tuition fees during summer sessions. This benefit shall be governed by the provisions stated in the instructions that accompany this contract.

EIGHTH: PUBLIC SERVICE PENSIONERS

If THE SECOND PARTY has retired on a pension because of his age or years of service under any annuity or pension system of the Commonwealth of Puerto Rico or of any of its agencies or instrumentalities, or under any retirement or pension fund heretofore or hereafter created under the laws of Puerto Rico, including the Retirement System of the University of Puerto Rico, the following clauses shall apply:

Name: _____

Please select the applicable option:

A. *Applicable to those cases where THE SECOND PARTY shall continue to receive its pension.*

THE SECOND PARTY shall receive an adequate compensation for the services rendered to the CAMPUS, as established in this contract, without detriment to the pension he may be receiving, provided their workday and retribution do not exceed the limits established by Law No. 40 of June 15, 1959, as amended, or by Law No. 10 of April 20, 1967, as amended, whichever is applicable.

B. *Applicable to those cases where THE SECOND PARTY shall suspend his/her pension benefit.*

THE SECOND PARTY certifies that it has provided evidence of the suspension of their pension benefits for the present contract period, and therefore it is able to provide services to the CAMPUS without being subjected to the limits relating to their workload and retribution as established by Law No. 40 of June 15, 1959, as amended, or by Law No. 10 of April 20, 1967, as amended, whichever is applicable.

C. *Applicable to both cases described in subsections A and B, before.*

THE SECOND PARTY agrees, as a necessary condition for the granting of this contract, to provide the following documents and certifications:

Place an X next to the certifications and documents that have been included with this contract:

a. Medical certificate accrediting that the pensioners physical and mental health allow him/her to execute their duties satisfactorily (not required in those cases exempted by the Certification No. 19 (1988-89) of the Counsel of Higher Education).

b. Certification describing the nature of the services rendered by THE SECOND PARTY outside the CAMPUS, or a certification that THE SECOND PARTY does not render any other services.

c. Certification establishing the starting date and current pension amount, provided by the retirement or pension system of which the SECOND PARTY is a participant.

d. Certification provided by the personnel office of the public agency or instrumentality, or institutional unit of the UNIVERSITY OF PUERTO RICO where THE SECOND PARTY provided services at the time of his/her retirement, that states the position they previously held, as well as the salary they were earning, and the payments made in respect of accumulated ordinary and sick leaves.

THE SECOND PARTY expressly acknowledges that this is an essential condition for the present contract, and that if these certifications are not submitted or are misleading in whole or in part, it will constitute sufficient cause for the termination of this contract by the CAMPUS.

UNIFORM AND MADATORY CONTRACT CLAUSES

NINTH: The following are uniform and mandatory contract clauses established by the President of the University of Puerto Rico in his Circular Letter 95-07, as amended, of which only those pertinent to the present contract shall be binding to BOTH PARTIES, leaving them exempt of those that are inapplicable:

I. INCOME TAX CLAUSE

Select the applicable option(s).

A. *If THE SECOND PARTY is required to pay income taxes to the Commonwealth of Puerto Rico.*

THE SECOND PARTY certifies and guaranties that at the moment of signing this contract it has filed its income tax returns during the previous five (5) years and does not owe the Commonwealth of Puerto Rico any taxes or is otherwise subscribed to a payment plan and it is in compliance with the terms and conditions of that plan. THE SECOND PARTY also certifies that at the moment of signing this contract it does not owe any taxes concerning its real estate or personal property.

B. *If THE SECOND PARTY is not required to pay income taxes to the Commonwealth of Puerto Rico.*

In the event that, for the reasons mentioned in the Puerto Rico Income Tax Code of 2011, Law No. 1-2011, THE SECOND PARTY is not obligated to file income tax returns during **all** or **part** of the five (5) year period previous to the signing of this contract, then THE SECOND PARTY shall complete **Form SC 2781**, where it shall explain those reasons and it shall submit it duly sworn.

C. *If the contract amount exceeds sixteen thousand dollars (\$16,000) per tax year.*

THE SECOND PARTY commits to presenting the following certifications, as a necessary condition for the approval of this contract.

Place an X next to the certifications that have been included with this contract:

a. Certification of Filing Tax Returns (Form SC-2888), issued by the Treasury Department, Internal Revenue Services.

b. Negative Certification of Outstanding Debts (Form SC-6096); or evidence of a payment plan, issued by the Treasury Department of the Commonwealth of Puerto Rico.

Name: _____

Personal Services Contract

- c. Negative Certification of Outstanding Debts; or evidence of a payment plan, issued by the Municipal Revenue Collection Center (a.k.a. in Spanish, Centro de Recaudación de Ingresos Municipales, CRIM).
- d. Negative Certification of Outstanding Debts; or evidence of a payment plan, issued by the Administration for the Sustenance of Minors (a.k.a. in Spanish, Administración para el Sustento de Menores, ASUME).
- e. Negative Certification of Outstanding Debts issued by the Social Security Bureau for Chauffer of the Department of Labor and Human Resources (if applicable).
- f. Negative Certification of Outstanding Debts of Unemployment and Incapacity Insurance, issued by the Department of Labor and Human Resources (if applicable).

Instead of submitting the above certifications herein requested, THE SECOND PARTY may evidence its status by submitting the Ideal Certification issued by the Puerto Rico Trade and Export Company.

If THE SECOND PARTY is unable to submit the required certifications, the CAMPUS may proceed with this agreement by accepting a **copy of the schedule or form requesting the certifications with the seal and official signature of the agency that is processing the request**. The SECOND PARTY has to present the official certifications during the sixty (60) days following the signing of this agreement. Nevertheless, THE CAMPUS SHALL NOT DISBURSE ANY PAYMENT FOR SERVICES RENDERED UNDER THIS CONTRACT UNTIL THE SECOND PARTY HAS PROVIDED THE REQUIRED DOCUMENTATION. If the above certifications are not submitted in the stated period, it will constitute sufficient cause for the immediate termination of this contract by the CAMPUS.

If the Certifications of Outstanding Debts reflects that THE SECOND PARTY has any outstanding tax debt, but said debt is in the process of being revised or adjusted, THE SECOND PARTY shall state it in writing during the process of signing this contract, certifying that if the revision or adjustment does not proceed, s/he agrees to satisfy said debt through retentions made to the payments to which s/he has the right to receive under this contract, subject to the requirements of the Salary Payment Act, Law No. 17 of April 17, 1931, as amended.

The CAMPUS may terminate the contract immediately if the certifications provided by THE SECOND PARTY reveal that s/he did not submit his/her annual contributions or tax payments during the five (5) years previous to this contract. If THE SECOND PARTY has any tax debt and does not have a payment plan, s/he may continue to render services, only if THE SECOND PARTY accepts and authorizes the retention of the debt amount from the income generated by this contract. If THE SECOND PARTY does not agree, this contract shall be terminated immediately.

Regarding the Negative Certification of Outstanding Debts issued by the Municipal Revenue Collection Center, THE SECOND PARTY has a duty to require from its subcontractors, having said been already authorized by the CAMPUS to carry out the duties here contracted, to also provide and certify the information requested in this subsection and to notify the CAMPUS accordingly. Following the signing of this agreement and during its term, THE SECOND PARTY shall not subcontract with third parties to perform the duties here contracted, unless the CAMPUS has provided its written authorization. Professionals or technicians hired by the SECOND PARTY shall be considered as subcontractors for purposes of this contract.

D. *Applicable to all cases described in sub sections A, B and C, before.*

THE PARTIES expressly acknowledge that the duties and conditions established in subsections A, B and C of the present section, are essential conditions for the approval of present agreement, and that if these certifications are not submitted or are misleading in whole or in part, it will constitute sufficient cause for the termination of this contract by the CAMPUS and, as a result, THE SECOND PARTY will have to reimburse any compensation disbursed by the CAMPUS under the present contract.

II. CONFLICT OF INTERESTS

This contract does not limit THE SECOND PARTIES ability to freely practice their profession, nor to engage in legitimate business as any other business person, but **THE SECOND PARTY expressly recognizes its duty to not accept any professional or personal interest in any matter that may represent a conflict of interests between THE SECOND PARTY and the CAMPUS.**

THE SECOND PARTY acknowledges that, in fulfilling the obligations herein contracted it has a duty of complete loyalty to the CAMPUS, which includes not having adverse interests towards the CAMPUS. Those adverse interests include, but are not limited to, the representation of clients that have or could have conflicting interests against the CAMPUS. This duty also includes THE SECOND PARTY's continuing obligation to notify the CAMPUS all the circumstances surrounding its relationships with clients

Name: _____

and third parties, and any interest that might influence the CAMPUS at the moment of subscribing this agreement and during its term.

THE SECOND PARTY represents conflicting interests when, in benefit of one client, it has a duty to promote something over which it has a duty to oppose to in fulfilling its obligations to a previous, present or potential client. In addition, THE SECOND PARTY represents conflicting interests when its conduct is considered to be in conflict of interest according to the rules of ethics of its profession or the laws and regulations of the Commonwealth of Puerto Rico. THE SECOND PARTY will avoid even the appearance of an existence of conflict of interests.

THE SECOND PARTY acknowledges the CAMPUS' inspection powers, regarding the observance of the prohibitions of this Section. In the event that the CAMPUS understands that adverse interests exist or that have resulted, it shall notify in writing its findings and its intention to resolve this contract to THE SECOND PARTY within thirty (30). During this period, THE SECOND PARTY may request a meeting with the CAMPUS, which shall be granted in all cases, to present its arguments in response to the determination of a conflict of interest. If a meeting is not requested during said term or if the controversy is not resolved satisfactorily during the meeting, the agreement shall be resolved without more, **effective when notice of the determination to resolve is issued.**

III. COMPLIANCE WITH LAW NO. 1-2012, THE GOVERNMENTAL ETHICS ACT

THE SECOND PARTY accredits having received copy of The Governmental Ethics Act of Puerto Rico, Law No. 1-2012, and agrees to comply with its dispositions. This includes completing twenty (20) hours of continued education in governmental ethics and guidelines for sane public administration, every two (2) years, as required by Article 3.3 of the Puerto Rico Governmental Ethics Act.

THE SECOND PARTY states that no CAMPUS representative, employee or public official has any pecuniary interest, direct or indirect, in the celebration of this contract, in accordance with Law No. 1-2012, known as the Governmental Ethics Act of Puerto Rico. In the same respect, the CAMPUS' authorized representative for this act, certifies that it has no pecuniary interest in the execution of this contract.

THE SECOND PARTY accredits it knows and will act in accordance with the ethical norms of his/her profession and that s/he assumes the consequences of his/her actions.

IV. DOCUMENT RETENTION

THE SECOND PARTY agrees to retain and safeguard any reports, working and assistance sheets and other documentation related to the services rendered pursuant to this agreement so that they may be examined or copied by the Office of the Internal Auditors of the University of Puerto Rico, by external auditors firms hired by the University of Puerto Rico or by the Office of the Comptroller of Puerto Rico while intervening with the CAMPUS. Audits shall be performed on reasonable dates during the course of the services or after them in accordance with generally recognized auditing standards. Said documents shall be kept for a period of no less than six (6) years or until the Office of the Comptroller of Puerto Rico concludes its investigation, whichever occurs first.

V. NO DISCRIMINATION

BOTH PARTIES certify that they will not engage in any discriminatory practices related to race, color, sex, sexual orientation or gender identity, birth, age, origin or social condition, ascendance, marital status, ideas or religious or political beliefs, nationality, ethnic origin, veteran status of the Armed Forces or physical or mental disability in its employment, contracting and subcontracting practices.

VI. DECLARATION OF NOT RECEIVING PAYMENT OR COMPENSATION FOR SERVICES RENDERED TO ANOTHER AGENCY

Select the applicable option.

THE SECOND PARTY certifies that it does not occupy any regular or position of trust in any instrumentality of the Commonwealth of Puerto Rico and that it does not receive payment or compensation for regular services rendered under appointment or a professional services contract with an agency or department of the Commonwealth of Puerto Rico, except for those cases expressly authorized by law. THE SECOND PARTY also certifies it does not render any services to any municipality of the Commonwealth of Puerto Rico.

THE SECOND PARTY certifies that it has a contract with the UNIVERSITY OF PUERTO RICO or with an agency or department or municipality of the Commonwealth of Puerto Rico, in accordance with the exemptions authorized by law and it also guarantees that no incompatibility exists between both contracts.

Name: _____

Personal Services Contract

THE SECOND PARTY is aware that, if s/he is an employee of any public agency, s/he shall not render any services to the CAMPUS until the Nominating Authority of said agency provides the required authorization, as established by Law No. 100 of June 27, 1959.

The previous occasion THE SECOND PARTY worked with a public entity or agency, or for the University of Puerto Rico was on _____.

Date

If THE SECOND PARTY is a current employee of the UNIVERSITY OF PUERTO RICO.

THE PARTIES clarify that THE SECOND PARTY is a professor or employee of the UNIVERSITY OF PUERTO RICO, (unit) _____, and that this agreement is subscribed in accordance with CAMPUS rules and proceedings for the contracting of its employees. In addition, the CAMPUS' authorized representative, in this agreement, certifies that it has no pecuniary interest in the same.

If THE SECOND PARTY (or a member of family unit within the fourth degree of consanguinity or second of affinity) is or has been an employee of the UNIVERSITY OF PUERTO RICO system during the two (2) years previous to the signing of this contract, THE SECOND PARTY certifies that it is authorized by the Executive Director of the Office of Puerto Rico Government Ethics, as established by Law No. 1-2012, to render the services herein contracted and has provided evidence to that effect.

THE SECOND PARTY certifies that, during the past twelve (12) months, it has not occupied a position, contracted or in any other way rendered professional services (not applicable to intergovernmental contracts) with any government agency or entity that during the preceding year directly or indirectly pursued an official action against the CAMPUS. (*see*, Article 4.6, Law No. 1-2012).

VII. COMPLIANCE WITH THE CHILD SUPPORT ACT AND ELDERLY SUPPORT ACT

Select the applicable option.

The SECOND PARTY certifies and guarantees that at the time of signing this contract, THE SECOND PARTY is up to date with his/her child or elderly support payments or is subscribed to a payment plan and is in compliance with the terms and conditions of said plan.

THE SECOND PARTY certifies and guarantees s/he does not have an obligation to pay child or elderly support.

THE SECOND PARTY acknowledges that the aforementioned certifications and guarantees are essential conditions for the approval of this contract and that in the event that THE SECOND PARTY's certifications and guarantees are untrue or misleading, it will constitute sufficient cause for the termination of the present contract by the CAMPUS, in which case, THE SECOND PARTY will have to reimburse the CAMPUS all sums of money received under it (*see* Article 30 of Act No. 86 of August 17th, 1994; Article 2 of Law No. 3-2014).

VIII. NO CONVICTION FOR OFFENSES AGAINST THE PUBLIC INTERESTS

THE SECOND PARTY certifies and guarantees that it has not been convicted or found guilty, neither in the courts of the Commonwealth of Puerto Rico nor in federal courts, of any offense against public funds, functions and trust or of an offense that involves state or federal public funds or property. THE SECOND PARTY acknowledges that the aforementioned certification and guarantee is an essential condition for the approval of this contract and that in the event that it were untrue, this will constitute sufficient cause for termination of this contract by the CAMPUS, in which case, THE SECOND PARTY will have to reimburse the CAMPUS all sums of money received under the present contract.

IX. COMPLIANCE WITH THE INVESTMENT IN THE PUERTORICAN INDUSTRY ACT

In those applicable instances and pursuant to Law No. 14 -2004, THE SECOND PARTY agrees, while rendering the services here contracted, to utilize articles extracted, produced, assembled or distributed in Puerto Rico, by companies with operations in Puerto Rico or distributed by agents established in Puerto Rico, so long as they are available.

X. COMPLIANCE WITH LAWS

THE SECOND PARTY shall duly comply with all the laws and regulations of the Commonwealth of Puerto Rico and the United States of America, as applicable, as well as, with the University of Puerto Rico Act and its regulations. Also, THE SECOND PARTY stipulates that this contract shall be governed and interpreted in accordance with the laws of Commonwealth of Puerto Rico and that the court with jurisdiction to address any claims relating to the execution of this contract shall be the General Court of Justice, Trial Court, San Juan Court Room. THE SECOND PARTY stipulates it renounce any defense preached under the doctrine of conflicting laws.

XI. COMPLIANCE WITH LAW NO. 18 OF OCTOBER 30, 1975, AS AMENDED

BOTH PARTIES stipulate that, in accordance with Law No. 18 of October 30, 1975, as amended, 2 PR Stats § 97 - §98, no performance or remuneration subject to this contract shall be demanded until after this agreement has been filed for registration with the Office of the Comptroller of Puerto Rico. THE PARTIES accept and acknowledge that in the event that the Office of the Comptroller of Puerto Rico notifies any objection to the content of this contract, THE PARTIES shall have thirty (30) days to rectify it.

XII. NO RENDERING SERVICES WITHOUT WRITTEN AMENDMENT

BOTH PARTIES stipulate that any amendment, alteration or change they agree upon in regards to the terms and conditions of this contract shall be incorporated to the same through a written amendment and in accordance with the rules and regulations for the contracting of professional services established by the UNIVERSITY OF PUERTO RICO. Also, THE PARTIES stipulate that no services will be rendered once the term of the present contract has expired. NO SERVICES RENDERED IN VIOLATION TO THIS CLAUSE SHALL BE PAID. Any employee who requires or accepts THE SECOND PARTY'S services in violation to this clause, does so without any legal authority.

XIII. THE CAMPUS NAME

THE SECOND PARTY shall neither use the name of the CAMPUS, nor the abbreviation "UPRRP", the stamps, logos, shields nor any distinctive trademark of the Río Piedras Campus of the University of Puerto Rico, in any imprint or electronic means currently in existence or later created, without the prior written consent of the CAMPUS.

XIV. COPYRIGHTS

THE SECOND PARTY agrees that, in relation to this contract, any work of authorship that is commissioned or results from the execution of the present contract (the "works") shall be considered work for hire, as defined by the federal Copyrights Act. To the extent that any of those works is not a work for hire to be owned by the CAMPUS, THE SECOND PARTY grants and transfers to the CAMPUS all rights THE SECOND PARTY owns or may acquire over said works. THE SECOND PARTY agrees to hand over and sign in favor of the CAMPUS, be it during or after the term of this contract, any documents the CAMPUS deems convenient to serve as evidence of the copyrights transfer.

XV. TRANSFER OR CESSION OF RIGHTS OR PAYMENTS

THE SECOND PARTY'S rights under this contract shall not be transferred or ceded to third parties without the CAMPUS'S prior written consent.

XVI. UNIVERSITY OF PUERTO RICO AS AN EXEMPT ENTITY

THE UNIVERSITY OF PUERTO RICO carries out a public service of the Commonwealth of Puerto Rico and, as a result, it is exempt from the payment of income taxes for which reason it will not assume any payment related thereto, as provided in Law No. 1 of January 20 of 1966, as amended (18 P.R. Stats. §612(f)).

XVII. WAIVER

THE SECOND PARTY shall be liable for any judicial and/or extrajudicial and/or administrative claim, and shall provide compensation for any damages and/or injuries and/or emotional or moral anguish suffered by any person or legal entity, caused by the actions or omission of THE SECOND PARTY, its agents, employees or persons s/he is responsible for, when said damages occur partially or in whole during or as a result of the execution of the works or services here contracted, releasing and exonerating the CAMPUS of any liability.

XVIII. TERMINATION

The PARTIES may terminate this contract by providing written notice, thirty (30) calendar days prior to its resolution, except in the case of the teaching staff, for which this contract may not be resolved during its term, but only for extraordinary circumstances. Additionally, the CAMPUS may immediately terminate this contract without previous notice if THE SECOND PARTY incurs in negligence, violation or breach of any of its clauses.

Name: _____

Personal Services Contract

This contract shall be rescinded if during its execution THE SECOND PARTY is found guilty of any violation of law against the public treasury, legal authority, or regarding state or federal government funds or property.

In the event of the rescission or resolution of this contract under this clause, the only remedy THE SECOND PARTY shall be entitled to shall be the collection of the amounts due for services rendered to and accepted by the CAMPUS up to the date the contract resolution or rescission was notified.

ACCEPTANCE

In witness whereof, the PARTIES sign this contract and place their initials on all its pages; in San Juan, Puerto Rico, on the date stated below.

SECOND PARTY

CAMPUS – CHANCELLOR
or Authorized Representative

Name in print letter

Name in print letter

Signature

Signature

Social Security Number (foreigners: passport,
visa o number assigned by the Puerto Rico
Treasury Department)

Employer Social Security Number

Contract date

(To be complete by the Office of the Chancellor)

PERSONAL SERVICE CONTRACT INSTRUCTIONS (MODEL ORH 40)

A. GENERAL INSTRUCTIONS

1. Complete this contract in its original and three (3) copies.
2. Complete the first sentence with the name of the Campus Chancellor.
3. Complete the second sentence with the name of the employee who is being hired, their city, state or country of residence, after the phrase "resident of", and their profession.
4. Include the Social Security Number for each of the parties in the space provided under their signatures.
5. THE SECOND PARTY shall sign the contract and write his/her initials on each of its pages in the presence of the official authorized to formalize the contract (Dean or Director of the Department or Office).
6. The contract will be deemed formalized on the date on which the Chancellor stamps his/her signature.
7. **If the service contract is received without the required documents, it shall not be formalized and will be returned to the unit that originated it.**

B. INSTRUCTIONS RELATED TO CONTRACT CLAUSES

FRIST CLAUSE:

Insert the name of the faculty or deanery and the department or office that requires the services of the person being hired. Describe the responsibilities and assigned tasks for the contracted party, as well as the dates and schedule in which the services shall be rendered. **If the space provided in the contract is insufficient, continue with the description in a separate sheet of paper. Identify each additional page with the name of the contracted party and provide space for his/her signature as well as for the Chancellor's signature. Include a copy of the page(s) for each copy of the contract.**

SECOND CLAUSE:

In the space provided, write the month, day and year that correspond to the beginning and ending dates in which the services shall be executed. If the affected account utilizes resources from the general fund, the contract period shall not exceed the expiration date of the corresponding fiscal year.

THIRD CLAUSE:

Specify the salary the contracted party shall receive in exchange for their services, and in the provided boxes, check the payment method to be utilized. Before the phrase "**of the account**", state the salary amount that will be charged to said account.

FOURTH CLAUSE:

Specify the total number of weekly, monthly or periodic hours in with the contracted party shall render services. Check the boxes corresponding to a partial or fulltime workload, whichever is applicable.

SIXTH CLAUSE:

In accordance with the following guidelines, indicate whether the contracted party is eligible or not to accumulate ordinary or sick leave. If s/he will accumulate ordinary leave, indicate the month or months in which they will utilize the same. The benefit of accumulating vacation and sick leave shall be granted in the following matter:

1. If the hired person is a professor, s/he shall only accumulate sick leave. However, if the contract involves academic and administrative duties to be performed by the professor, for a period longer than three (3) months, s/he shall also accumulate ordinary leave.
2. If the contract period totals three (3) months or less, the contracted party shall not accumulate vacation or sick days.
3. If the contract period totals eleven months and half (11.5) or more, with a fulltime workload, the contracted party shall accumulate two days and half (2.5) of ordinary leave and one day and half (1.5) of sick leave for each month worked.
4. If the contract period totals less than eleven months and half (11.5), but is greater than three (3) months, with a fulltime workload, the contracted party shall accumulate one day and half (1.5) of ordinary leave and one day (1) of sick leave by each month worked.
5. If the contract corresponds to a partial workload, the accumulation of ordinary and sick leave shall be administered in accordance with the previous instructions, and if granted, the benefit shall be administered in proportion to the contracted party's work load.

Before proceeding with the contract, confirm the corresponding accumulation with the Licenses Section of the Office of Human Resources.

SEVENTH CLAUSE:

Specify whether the contracted party is eligible or not for the exemption from payment of student enrollment. This benefit can be granted if the contract period corresponds to a fulltime workload and totals six (6) months or more. For Professor Assistants and Research Assistants:

1. If the contract period corresponds to at least one (1) semester, s/he is eligible to enjoy this benefit.
2. If the contract is signed two (2) weeks after the beginning of classes, in August, s/he is eligible to enjoy this benefit during the second semester.
3. Only in extraordinary and adequately justified circumstances, the assistants may enjoy this benefit during their first semester, in August.
4. If the contract expires on June 30th, the benefit may be granted either for the regular section or the first summer section.

EIGHTH CLAUSE:

This clause shall only be completed if the contracted party is or has been a pensioner of any governmental retirement system. In said circumstances s/he shall select option A if they shall render services without detriment to their pension benefits during the contract period or option B if THE SECOND PARTY has applied for a suspension of his/her pension benefits for said term. All the required documentation shall be included with the contract.

NINTH CLAUSE:

In the pertinent sections, THE SECOND PARTY shall mark all applicable boxes.