

**PROFESSIONAL SERVICE AGREEMENT  
FOR  
DATA MANAGEMENT SERVICES AFTER HURRICANES IRMA AND MARIA**

**by and between**

**CENTRAL RECOVERY AND RECONSTRUCTION OFFICE OF PUERTO RICO**

**a division within**

**THE PUERTO RICO PUBLIC PRIVATE PARTNERSHIPS AUTHORITY**

**and**

**CGI TECHNOLOGIES AND SOLUTIONS INC.**

**Dated as of June 7, 2018**

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**PROFESSIONAL SERVICE AGREEMENT  
FOR  
DATA MANAGEMENT SERVICES AFTER HURRICANES IRMA AND MARIA**

This Professional Service Agreement (the "Agreement") for Data Management Services after Hurricanes Irma and Maria is made and entered into as of this 7th day of June, 2018 by and between the CENTRAL RECOVERY AND RECONSTRUCTION OFFICE OF PUERTO RICO, a division within the PUERTO RICO PUBLIC PRIVATE PARTNERSHIPS AUTHORITY, a public corporation of the Government of Puerto Rico (the "Government"), created and authorized to enter into this Agreement by Act No. 29-2009, as amended (the "CRRO"), and CGI TECHNOLOGIES AND SOLUTIONS INC., a corporation organized and existing under the laws of the State of Delaware with Employer Social Security Number \_\_\_\_\_ and represented herein by Vijaya R. Srinivasan, of legal age, married, Senior Vice President, and resident of Charlotte, North Carolina (together with its successors and permitted assigns, the "Provider" and together with the CRRO, the "Parties").

**RECITALS**

**WHEREAS**, the Puerto Rico Public Private Partnerships Authority (the "Authority"), by virtue of the powers conferred to it under the Public-Private Partnerships Act, Act No. 29-2009, as amended ("Act 29"), is authorized to engage professional, technical and consulting services that are necessary and convenient to the activities, projects, and operations of the CRRO.

**WHEREAS**, on February 12, 2018, the CRRO issued a Request for Proposals for Disaster Recover and Data Management Services after Hurricanes Irma and Maria (the "RFP"), attached hereto and made a part hereof as **Appendix A**.

**WHEREAS**, on February 22, 2018, Provider submitted to the CRRO its response to the RFP (the "Proposal"), attached hereto and made a part hereof as **Appendix B**.

**WHEREAS**, after considering the Proposal, and evaluating the further needs of the CRRO, the Parties have agreed as to the services to be provided to the CRRO by the Provider.

**WHEREAS**, the CRRO wishes to engage the Provider to provide the services described in **Appendix A** and **Appendix B**, as further modified in one or more Action Plans jointly approved by the Parties that will be incorporated into and form part this Agreement.

**WHEREAS**, the Provider is willing to provide such services.

**WHEREAS**, CRRO is authorized to enter into this Agreement pursuant to Act No. 29-2009, Executive Order No. 2017-65 - Administrative Bulletin No. OE-2017-065, as amended by Executive Order 2017-069, Administrative Bulletin No. OE-2017-069, and Resolutions No. 2017-39 of the Board of Directors of the Authority.

**NOW, THEREFORE**, the CRRO and the Provider agree to enter into this Agreement under the following:

## **ARTICLE I DEFINITIONS**

Capitalized terms herein will have the meanings given below or in the context in which the term is used, as the case may be

**Section 1.1.** "Affiliate" of a party means any other entity that directly or indirectly controls, or is under common control with, or is controlled by, the party. As used in this definition, "control" means actual or equitable ownership of a majority of the shares (or other securities, partnership interests or means of ownership, as the case may be) of an entity.

**Section 1.2.** "Change Order" means a written amendment to an Action Plan that is prepared and signed by authorized representatives of both Parties.

**Section 1.3.** "Contract Documents" means the Agreement (including its attached Appendices) and all Action Plans issued under the Agreement, as well as any amendments or Change Orders to any of them.

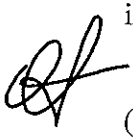
**Section 1.4.** "Deliverables" means any materials to be developed by Provider that are designated in an Action Plan as being subject to a formal acceptance process upon delivery to CRRO. Deliverables may be either Written Deliverables or Software Deliverables.

**Section 1.5.** "Managed Services" means those hosting and/or operational services which are consistent with the services detailed in the RFP and the Proposal, and are performed under an Action Plan, which are recurring in nature and are the subject of the terms of **Appendix E** hereto.

**Section 1.6.** "Professional Services" means the consulting, software development, transition, and other professional services which are consistent with the services detailed in the RFP and the Proposal, and are provided by Provider pursuant to an Action Plan.

**Section 1.7.** "Project Plan" means a document that states in detail the responsibilities of and tasks for each party under a particular Action Plan. The Project Plan, at the time of creation, will be incorporated by reference and made part of the applicable Action Plan. The Project Plan will be updated from time to time as mutually agreed by the Parties, and will supersede all prior Project Plans for the applicable Action Plan.

**Section 1.8.** "Services" means either Managed Services or Professional Services individually, or collectively, given the context in which it is used.

 **Section 1.9.** "Software Deliverables" means Deliverables that are operational software (a completed system or any module, subsystem or release).

**Section 1.10.** “Specifications” means a mutually agreed upon document that describes with particularity the functions to be performed by a Software Deliverable and that is designated in the Action Plan under which the Software Deliverable is being developed as the specifications for that Software Deliverable.

**Section 1.11.** “Action Plan” means a document describing the Services that Provider agrees to perform for the CRRO and any specific terms and conditions for such Action Plan. Each Action Plan will be similar in form to those attached as **Appendix C** and signed by authorized representatives of both Parties.

**Section 1.12.** “Written Deliverables” mean Deliverables that are documents, such as reports, system designs or documentation.

## **ARTICLE II PURPOSE OF AGREEMENT; TERM**


**Section 2.1. Purpose of Agreement.** The CRRO engages the Provider to provide the Services requested in the RFP and awarded to Provider through the Notice of Award dated March 6, 2018 as detailed on the Proposal (to the extent requested by the CRRO). In the event that the CRRO desires to engage the Provider to advise the CRRO in any other matter that is not part of the Proposal, the Parties shall negotiate in good faith a separate agreement with respect to such mandate.

**Section 2.2. Effective Date and Initial Term.** This Agreement shall be effective from its execution and shall remain in effect until June 30, 2021 (the “Expiration Date”). Notwithstanding the foregoing, the aforementioned term should be limited to an initial period of twenty-three (23) days and three (3) periods of 12 calendar months, and each period shall be considered automatically renewed once the CRRO includes in its budget the annual disbursements amounts set forth in each Action Plan attached herein as Appendix C, Initial Action Plans.

## **ARTICLE III SCOPE OF SERVICES; SUBCONTRACTING**

**Section 3.1. Scope of Services.** Subject to the terms and conditions of this Agreement, the Provider’s Services will be consistent with the provision of the Deliverables or Services described in **Appendix A and B**, as further modified in one or more Action Plans entered into by the Parties that will be incorporated into and form part this Agreement.

**Section 3.2. Authorization to Perform Services.** Each separate project or Provider work assignment will be authorized by the execution of an Action Plan. Each Action Plan will constitute a separate contract between the signing Parties incorporating the terms and conditions of the Agreement by reference. An Action Plan may amend the terms and conditions of the Agreement as they apply to that particular Action Plan, but only if the Action Plan expressly identifies the section(s) that are being amended.

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**Section 3.3. Affiliates.** An Affiliate of the CRRO may order Services from Provider and/or an Affiliate of Provider may agree to provide the Services for the CRRO under an Action Plan. If an Affiliate of the CRRO executes an Action Plan, then for the purposes of that Action Plan the term "CRRO" as used herein and the Action Plan will be interpreted as a reference to CRRO's Affiliate, rather than to the CRRO itself. If an Affiliate of Provider executes an Action Plan, then for the purposes of that Action Plan the term "Provider" as used in this Agreement and the Action Plan will be interpreted as a reference to the Provider Affiliate, rather than to Provider itself.

**Section 3.4. Action Plan Managers.** Each Action Plan will identify the "Action Plan Manager" for each party, who will be authorized to give or obtain all information, decisions and approvals for that Action Plan.

**Section 3.5. Subcontracting.** Except for Provider's Affiliates, and subcontractors identified in Provider's Proposal, the Provider shall not subcontract the Services under this Agreement, or contract third-party experts or other persons to render the Services under this Agreement (each, a "subcontractor"), without prior written authorization from the CRRO. A request to hire another service provider shall specify the issues in which the sub-contracted provider would take part. As used in this Agreement, "subcontractor" does not include a party's suppliers or staffing firms used to supplement a party's own staff.

#### **ARTICLE IV COMPENSATION**

**Section 4.1. General.** The CRRO will compensate Provider in the amounts and in the manner specified in the applicable Action Plan.

**Section 4.2. Services Fees.** Each Action Plan will state the method of payment for the Services. If no method of payment is stated in the Action Plan, Provider's Services will be provided on a time and materials basis at the hourly rates specified in the Proposal. Provider will provide monthly invoices, which shall be due and payable within thirty (30) days of the date of the invoice; provided, however that Provider will provide a 2% prompt payment discount applicable to each hourly rate invoice if paid within ten (10) days of invoice receipt. All fees and expenses are to be paid to Provider in United States Dollars, by electronic funds transfer to an account designated by Provider or by check sent to Bank of America, c/o CGI Technologies and Solutions Inc. at 12907 Collections Center Drive, Chicago, IL 60693.

**Section 4.3. Invoices.** Invoices will be prepared at the appropriate level of detail to support reimbursement of federal dollars to include the number of hours worked by each professional (if applicable), a description of the work performed, and such other detail that may be reasonably required in writing in advance by the CRRO to comply with applicable federal funding expenditure requirements. The CRRO will review the invoices and, if they are in material compliance with the requirements set forth in this Agreement, will proceed with payment. Payment is due upon receipt of a valid invoice. The CRRO reserves the right to conduct the audits it deems necessary, to verify that invoices are in accordance with this Section.



**Section 4.4. Disputed Payments.** If the CRRO disputes any of the charges on any invoice, it shall notify the Provider of such disputed charges in writing no later than ten (10) business days after the date of the invoice. The notice shall set forth all details concerning the disputed charges and reasons for the dispute. The Provider and the CRRO shall attempt in good faith to resolve any objection to the invoiced amount within a reasonable time of the Provider's receipt of the notice. If agreement cannot be reached prior to such date, the CRRO shall escalate the dispute to the Executive Director. If the dispute is subsequently resolved in favor of the Provider, the Provider shall re-invoice the disputed amount owed, and the CRRO shall pay all amounts agreed or found to be owing to the Provider within ten (10) days of the date of the reissued invoice. The CRRO shall pay all undisputed amounts. Notwithstanding anything to the contrary herein, the Provider shall have the right to suspend or terminate the performance of Services if payment (whether disputed or not) is not received within thirty (30) business days of the invoice date.

**Section 4.5. Late Payment Interest.** If the CRRO does not pay an invoice within thirty (30) days after the invoice date, Provider may add an interest charge of one and one-half percent (1-1/2%) per month, or the maximum rate allowed by law if less; this interest will begin to accrue on the day after the payment due date and will accumulate on the outstanding balance on a daily basis until paid in full.

**Section 4.6. Travel and Out of Pocket Expenses.**

(a) The CRRO will reimburse the Provider on a monthly basis for out of pocket expenses directly related to the Services rendered under this Agreement, including but not limited to travel and lodging, expense of outside counsel, filing fees, taxi fares, delivery expenses, and services such as overnight mail, courier and messenger charges.

(b) Any expense for which a reimbursement is requested shall be reasonable and necessary, and any expenses exceeding \$10,000 individually shall be authorized in writing and in advance by the CRRO. The CRRO will not reimburse expenses which do not comply with this provision. Under no circumstances will expenses for alcoholic beverages be reimbursed.

(c) Any petition for reimbursement of expenses must be accompanied by the corresponding invoice or receipt and shall specify the relation of the expense to the Services rendered. All reimbursements shall be for actual expenses incurred and shall be billed at cost. The total amount of expenses reimbursable pursuant to this clause during the term of this Agreement shall be as specified in each specific Action Plan, provided that the Provider may exceed such amount with the prior written authorization from the Executive Director of the CRRO or any authorized representative (which consent shall not be unreasonably withheld or delayed).

(d) For travel required as part of the Services, the CRRO will reimburse the Provider based on the federal Defense Travel Management Office ("DTMO") per diem guidelines for Puerto Rico as referenced by the U.S. General Services Administration for federal funded travel for Puerto Rico. See the DTMO website

(<http://www.defensetravel.dod.mil/site/perdiemCalc.cfm>) for established rates and travel regulation governing Puerto Rico. Per diem will be paid based on the daily allowance rates established for meals (no receipt will be required for payment of this per diem). Reimbursement for air travel expenses is restricted to coach fares. In the event a scheduled trip is cancelled for reasons not attributable to the Provider, the CRRO will assume the cost of any penalty. The CRRO will not process reimbursements of expenses submitted without the required documentation.

**Section 4.7.** The applicable provisions of Administrative Bulletin No. OE 2001-73, approved on November 29, 2001 state that the invoices submitted to the directors of agencies and departments in the Executive Branch for payment of personal or professional goods and services rendered, including invoices related to construction works and projects, must contain the following certification to be made by the Provider:

“Under penalty of absolute nullity, I certify, that no public servant from the Government is a party to or has any interest in the revenues or benefits resulting from the contract that is the subject of this invoice. If he/she is party to or has any interest in the revenues or benefits resulting from the Agreement, there would have been a prior waiver. The only consideration for providing goods or services that are the subject of the Agreement was the payment agreed upon with the Government. The amount of this invoice is fair and accurate. The services were rendered and payment for them has not been made.”

## **ARTICLE V REPRESENTATIONS**

**Section 5.1. CRRO Personnel, Facilities and Resources.** The CRRO represents that it will provide Provider with timely access to appropriate CRRO personnel and will arrange for Provider personnel to have suitable and safe access to CRRO's facilities and systems. CRRO also represents that it will provide suitable office space and associated resources (office furnishings, equipment, etc., but no computers) for CGI personnel working on-site and will undertake any other responsibilities described in the Action Plan. The Action Plan or the Project Plan will also specify any tasks or activities for which CRRO is responsible and, if applicable, those tasks or activities that will be performed jointly by CRRO and Provider.

**Section 5.2. Approvals and Information.** CRRO represents that it will respond promptly to any Provider request to provide information, approvals, decisions or authorizations that are reasonably necessary for Provider to perform the Services in accordance with the Action Plan. If neither the Action Plan nor the associated Project Plan specify a period for CRRO's response, Provider will specify a reasonable time period in the context of the project schedule. Provider's request may also describe the course of action Provider intends to follow if it does not receive a timely response from CRRO, which may include deemed acceptance of a Deliverable or suspension of the affected Services. Provider will be entitled to follow the described course of action in the absence of a timely response from CRRO. Any subsequent change requested by the CRRO will be subject to mutual agreement and may result in a Change Order.

**Section 5.3. Use and Verification.** The CRRO is responsible for the results of using the software, hardware, equipment, Services and Deliverables in its business operations. The CRRO is also responsible for independent verification and testing of such results prior to using them in its business.

**Section 5.4. Export Control.** The Parties represent and warrant that they will comply fully with all relevant export laws and regulations of the United States to ensure that no information or technical data provided pursuant to the Contract Documents is exported or re-exported directly or indirectly in violation of law.

**Section 5.5. Pending Actions.** Provider represents and warrants that there is no claim, legal action, counterclaim, suit, arbitration, governmental investigation or other legal, administrative, or tax proceeding, or any order, decree or judgment of any court, governmental agency, or arbitration tribunal that is in progress, pending, or threatened against or relating to Provider or any of its subcontractors or the assets of Provider or its subcontractors that would individually or in the aggregate have a material adverse effect on Provider's ability to perform the obligations contemplated by this Agreement. Without limiting the generality of the representation of the immediately preceding sentence, Provider and its subcontractors are not currently the subject of a voluntary or involuntary petition in bankruptcy, do not presently contemplate filing any such voluntary petition, and are not aware of any intention on the part of any other person, or entity, to file such an involuntary petition against them

## ARTICLE VI CONFIDENTIALITY

**Section 6.1. Confidential Information.** "Confidential Information" means information belonging to or in the possession of a party which is confidential or a trade secret and is furnished or disclosed to the other party under the Contract Documents (including information exchanged in contemplation of entering into the Contract Documents): (i) in tangible form and marked or designated in writing in a manner to indicate it is confidential or a trade secret; or (ii) in intangible form and that either is of a nature that a reasonable person would understand to be confidential or a trade secret or is identified as confidential or a trade secret in a writing provided to the receiving party within thirty (30) business days after disclosure. Confidential Information also includes the Contract Documents, Provider Materials, the Provider System, and the CRRO-provided Managed Application(s), whether or not marked as such.

**Section 6.2. Exclusions.** Confidential Information does not include any information that, as evidenced by written documentation: (i) is already known to the receiving party without restrictions at the time of its disclosure by the furnishing party; (ii) after its disclosure by the furnishing party, is made known to the receiving party without restrictions by a third party having the right to do so; (iii) is or becomes publicly known without violation of the Contract Documents; or (iv) is independently developed by the receiving party without reference to the furnishing party's Confidential Information.



**Section 6.3. Standard of Care.** Confidential Information will remain the property of the furnishing party, and the receiving party will not be deemed by virtue of the Contract Documents or any access to the furnishing party's Confidential Information to have acquired any right, title or interest in or to the Confidential Information. The receiving party agrees: (i) to afford the furnishing party's Confidential Information at least the same level of protection against unauthorized disclosure or use as the receiving party normally uses to protect its own information of a similar character, but in no event less than reasonable care; (ii) to limit disclosure of the furnishing party's Confidential Information to personnel furnished by the receiving party to perform Services under an Action Plan or otherwise having a need to know the information for the purposes of the Contract Documents; (iii) not to disclose any such Confidential Information to any third party; (iv) to use the furnishing party's Confidential Information solely and exclusively in accordance with the terms of the Contract Documents in order to carry out its obligations and exercise its rights under the Contract Documents; and (v) to notify the furnishing party promptly of any unauthorized use or disclosure of the furnishing party's Confidential Information and cooperate with and assist the furnishing party in every reasonable way to stop or minimize such unauthorized use or disclosure.

**Section 6.4. Compelled Disclosure.** If the receiving party receives a subpoena or other valid administrative or judicial notice requesting the disclosure of the furnishing party's Confidential Information, the receiving party will (if allowed by law) promptly notify the furnishing party allowing the furnishing party sufficient time to respond in accordance with applicable law. If requested, the receiving party will provide reasonable cooperation to the furnishing party in resisting or limiting the disclosure at the furnishing party's expense. Subject to its obligations stated in the preceding sentence, the receiving party may comply with any binding subpoena or other process to the extent required by law, but will, in doing so, make all reasonable efforts to secure confidential treatment of any materials disclosed.

**Section 6.5. Return or Disclosure.** The Provider will promptly, upon the written request of the CRRO, deliver to the CRRO, or at the CRRO's election, destroy all Confidential Information; provided, however, that the Provider and its representatives may retain copies of Confidential Information, subject to the confidentiality terms of this Agreement, in accordance with their respective internal record retention policies for legal, compliance or regulatory purposes or to establish the rights of the Provider under this Agreement. Upon termination or expiration of the Agreement and all Action Plans issued under the Agreement, the receiving party, at the furnishing party's option, will return or destroy all Confidential Information of the furnishing party that the receiving party does not possess under a valid license; provided that Provider may retain one (1) copy of all of its work products (including working papers) produced under the Contract Documents for archival purposes.

**Section 6.6. Relief.** Each party agrees that if a court of competent jurisdiction determines that the receiving party has breached, or attempted or threatened to breach, any of its confidentiality obligations to the furnishing party or the furnishing party's proprietary rights, money damages will not provide an adequate remedy. Accordingly, the furnishing party will be entitled to seek appropriate injunctive relief and other measures restraining further attempted or threatened breaches of such obligations.



**ARTICLE VII**  
**BREACH, TERMINATION AND SURVIVAL**

**Section 7.1. Termination.**

(a) Breach of Contract Terms. Any violation or breach of terms of this Agreement on the part of the Provider, Provider's subcontractors or Provider's representatives may result in the termination of this Agreement or such other action, including the recovery of damages at law that may be necessary to enforce the rights of the CRRO. The duties and obligations imposed by the Agreement and the rights and remedies available hereunder shall be in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

(b) Termination without Cause. Notwithstanding any provision to the contrary in this Agreement, CRRO shall have the right to terminate this Agreement without cause by providing thirty (30) days' notice by registered mail, return receipt requested, or overnight express mail.

(c) Termination for Cause. CRRO shall have the right to immediately terminate this Agreement, without prior notice, if the Provider incurs in negligence, dereliction of its obligations and/or fails to comply with the conditions set forth under this Agreement or may terminate this Agreement upon thirty (30) days' notice in the event of the Provider's negligence, or dereliction of duties of this Agreement provided that Provider does not cure such negligence or dereliction of duties within such thirty (30) day period. If, through any cause within the Provider's reasonable control, the Provider shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Provider shall violate any of the covenants, agreements, or stipulations of this Agreement, CRRO shall thereupon have the right to terminate this Agreement by giving written notice to the Provider of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination and, in the case of a curable failure, Provider fails to cure such failure during the thirty (30) day notice period. In such event, subject to payment of amounts due under this Agreement, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Provider under this Agreement shall, at the option of CRRO, become CRRO's property and the Provider shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Provider shall not be relieved of liability to CRRO for damages sustained by CRRO by virtue of any breach of the Agreement by the Provider, and CRRO may withhold any payments to the Provider for the purpose of set-off until such time as the exact amount of damages due to the CRRO from the Provider is determined.

(d) The Office of the Governor of Puerto Rico's Chief of Staff has the authority to terminate this Agreement at any time on behalf of the CRRO. If the Agreement is terminated by the CRRO as provided herein, the Provider will be paid for the time provided and expenses incurred up to the termination date and the Provider's reasonable and substantiated costs arising from the early termination.

(e) Upon any termination or expiration of this Agreement, the CRRO shall promptly pay the Provider any accrued but unpaid fees hereunder, and shall reimburse the Provider for any unreimbursed expenses that are reimbursable hereunder.

**Section 7.2. Survival.**

Any provision of the Contract Documents that imposes or contemplates continuing obligations on a party will survive the expiration or termination of the Contract Documents in which it is contained. The termination of any particular Action Plan will not affect the Parties' respective rights, duties and obligations under any other Action Plans then in effect. If the Agreement expires or is terminated, its terms and conditions will continue to apply to any Action Plans then in effect until the Action Plans expire or are terminated.

**ARTICLE VIII  
INDEMNIFICATION; INSURANCE**

**Section 8.1. Indemnification.** The Provider shall defend, indemnify and hold the CRRO, its officers, officials, and employees (collectively, "the Indemnified Persons") harmless from any and all third party claims and related injuries, damages, losses or suits including attorney fees, to the extent arising out of or resulting from the gross negligence or willful misconduct of the Provider in the performance of its obligations under this Agreement (as determined by a final, non-appealable judgment by a court of competent jurisdiction).

**Section 8.2. Personal Injury and Property Damage.** If, as a result of one party's (the "negligent party") negligence, the other party (the "injured party") or its employees suffer personal injury or damage to tangible property, the negligent party will reimburse the injured party for that portion of any claims the injured party pays for which the negligent party is legally liable.

**Section 8.3. Risk Associated with CRRO's Business.** Without limiting Provider's liability to CRRO for non-performance under the Contract Documents, each of the Parties acknowledges and agrees that by entering into and performing its obligations under the Contract Documents, Provider will not assume and should not be exposed to the business and operational risks associated with CRRO's business. Therefore, except for claims covered by Section 8.1, Section 9.4, CRRO will, at its own expense and subject to the provisions of Section 8.5, defend, indemnify and hold Provider harmless in all claims or actions by third parties arising out of or relating to the conduct of CRRO's business, including without limitation, the acquisition or use by CRRO of any software, hardware, equipment, Deliverable or Services to be provided by Provider, and CRRO will pay all settlements, costs, damages, legal fees and expenses finally awarded.

**Section 8.4. CRRO Provided Materials.** If a third party brings an action against Provider alleging that any data or materials provided by CRRO to Provider, including their use by Provider in its performance of the Services under the applicable Action Plans infringe any third party copyrights, patents or trade secrets that exist on the Effective Date and that arise or are enforceable under the laws of the country in which the Services are performed, then CRRO will, at its own expense and subject to the provisions of Section 8.5, defend, indemnify and hold



Provider harmless in such proceeding and CRRO will pay all settlements, costs, damages, legal fees and expenses finally awarded.

**Section 8.5. Indemnification Procedures.** A party's indemnification obligations specified in the Agreement are conditioned upon the indemnified party promptly notifying the indemnifying party in writing of the proceeding, providing the indemnifying party a copy of all notices received by the indemnified party with respect to the proceeding, cooperating with the indemnifying party in defending or settling the proceeding, and allowing the indemnifying party to control the defense and settlement of the proceeding, including the selection of attorneys. The indemnified party may observe the proceeding and confer with the indemnifying party at its own expense.

**Section 8.6. Insurance.**

(a) The Provider represents that as of the date of execution of this Agreement, it maintains professional liability insurance to provide for errors, omissions and negligent acts that may arise from the Services rendered under this Agreement in the minimum amount of One Million Dollars (\$1,000,000.00), per occurrence.

(b) The Provider also represents that it maintains Commercial General Liability insurance in the minimum amount of One Million Dollars (\$1,000,000.00), per occurrence. It shall be the Provider's obligation to submit to the CRRO the corresponding certifications from its insurance company evidencing such coverages. The certifications provided must identify the CRRO as Additional Insured.

(c) The Provider acknowledges that compliance with this obligation is a prerequisite for the CRRO to make the first payment for Services rendered under this Agreement.

**ARTICLE IX**  
**LIMITED WARRANTIES AND REMEDIES FOR BREACH OF WARRANTY**

**Section 9.1. Quality of Services.** Provider warrants, for a period of thirty (30) days commencing when the Services are performed, that the Professional Services will be performed in a workmanlike manner consistent with industry standards reasonably applicable to the performance of such Services. If CRRO believes there has been a breach of this warranty, it must notify Provider in writing within the warranty period stating in reasonable detail the nature of the alleged breach. If there has been a breach of this warranty, then Provider's sole obligation, and CRRO's exclusive remedy, will be for Provider to correct or re-perform, at no additional charge, any affected Services to cause them to comply with this warranty, or terminate the Action Plan in whole or in part. Provider warrants that Managed Services will be performed in a manner that meets or exceeds the applicable Service Levels (if any) set forth in a Service Level Agreement included as part of an Action Plan. If Provider fails to meet the defined Service Levels, Provider's sole obligation and CRRO's exclusive remedy shall be as set forth in the Service Level Agreement.

**Section 9.2. Software Deliverables Produced on a Fixed-Price Basis.** Provider warrants that, during any Warranty Period specified in the applicable Action Plan (or if no Warranty Period is specified in the Action Plan, for a period of ninety (90) days from delivery), each Software Deliverable developed on a fixed-price basis and delivered under that Action Plan will continue to perform the functions described in its Specifications without Defects. As used in this Agreement, "Defect" means a reproducible material deviation of a Software Deliverable from its Specifications. If CRRO believes there has been a breach of this warranty, it must notify Provider in writing within the Warranty Period describing the Defect in sufficient detail to enable Provider to recreate it. If there has been a breach of this warranty, then Provider's sole obligation, and CRRO's exclusive remedy, will be for Provider to correct the Defect at no additional charge, or terminate the Action Plan in whole or in part.

**Section 9.3. Investigation and Correction.** Provider may investigate and correct breaches of warranty at Provider's offices to the extent possible. If CRRO requires Provider to travel to CRRO's place of business to correct a breach of warranty that could have reasonably been corrected at Provider's place of business, CRRO will reimburse Provider for the reasonable travel time and Reimbursable Expenses of Provider's personnel. If a reported breach of warranty is attributable to a cause other than a breach of the applicable Provider warranty, then Provider will be entitled to payment for its investigation and correction efforts on a time and materials basis at the rates applicable to the Action Plan.

**Section 9.4. Noninfringement.** Provider warrants that any original works of authorship developed by Provider personnel under an Action Plan, including their use by CRRO in unaltered form, will not, to Provider's knowledge, infringe any third-party copyrights, patents or trade secrets that exist on the Effective Date and that arise or are enforceable under the laws of the United States of America.

(a) If a third party brings an action against CRRO making allegations that, if true, would constitute a breach of this warranty, then Provider will, at its own expense and subject to the provisions of Section 8.5, defend, indemnify and hold CRRO harmless in such proceeding, and Provider will pay all settlements, costs, damages and legal fees finally awarded.

(b) If such a proceeding is brought or appears to Provider to be likely to be brought, Provider may, at its sole option and expense, either obtain the right for CRRO to continue using the allegedly infringing item(s) or replace or modify the item(s) to resolve such proceeding. If Provider finds that neither of these alternatives is available to it on commercially reasonable terms, Provider may require CRRO to return the allegedly infringing item(s), in which case CRRO will receive a refund of the amounts paid by it for the returned item(s), less a reasonable adjustment for depreciation of the returned item(s). If such a claim is brought with respect to Managed Services, Provider may be required to terminate CRRO's access, in which case CRRO will receive a refund of the amounts pre-paid by it for the particular Services that will not be provided as a result of such terminated access.



This Section 9.4 states Provider's entire obligation to CRRO and CRRO's exclusive remedy with respect to any claim of infringement and is in lieu of any implied warranties of non-infringement or non-interference with use and enjoyment of information.

**Section 9.5. Exclusions.** Provider is not responsible for any claimed breaches of the foregoing warranties caused by: (i) modifications made to the item in question by anyone other than Provider and its subcontractors working at Provider's direction; (ii) the combination, operation or use of the item with other items Provider did not supply; (iii) CRRO's failure to use any new or corrected versions of the item made available by Provider; or (iv) Provider's adherence to CRRO's specifications or instructions. Provider does not warrant that the operation of software, hardware, equipment or Deliverables provided by Provider will be uninterrupted or error-free.

**Section 9.6. Third-Party Products.** To the extent Provider has the legal right to do so, Provider agrees to assign or pass through to CRRO or otherwise make available for the benefit of CRRO, any manufacturer's or supplier's warranty applicable to any third-party software, hardware or equipment provided by Provider under an Action Plan. Provider does not itself give or make any warranty of any kind with respect to third-party software, hardware or equipment.

**Section 9.7. Disclaimer.** PROVIDER DOES NOT GUARANTEE THE ACCURACY OF ANY ADVICE, REPORT, DATA OR OTHER PRODUCT DELIVERED TO THE CRRO THAT IS PRODUCED WITH OR FROM DATA OR SOFTWARE PROVIDED BY THE CRRO. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INTEGRATION, PERFORMANCE AND ACCURACY AND ANY IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. PROVIDER DOES NOT WARRANT THAT THE SERVICES OR ACCESS TO THE PROVIDER SYSTEM WILL BE UNINTERRUPTED OR THAT THE RESULTS OF THE SERVICES WILL BE ERROR-FREE.

## ARTICLE X LIMITATIONS OF LIABILITY AND REMEDIES

**Section 10.1. Limitations.** If CRRO should become entitled to claim damages from Provider for any reason (including without limitation, for breach of contract, breach of warranty, negligence or other tort claim), Provider will be liable only for the amount of CRRO's actual direct damages up to the amount that CRRO paid Provider for the items or Services that are the subject of the claim. In no event, however, will Provider be liable to CRRO (in the aggregate for all claims made with respect to an Action Plan) for more than the amount paid by CRRO to Provider under the applicable Action Plan for Professional Services, or if the claim is made under an Action Plan for Managed Services, no more than the payments made to Provider under the applicable Action Plan for the six (6) month period prior to the claim. In addition, in no event will Provider's aggregate liability for all claims arising under or relating to the Contract Documents exceed the total amount paid to Provider by CRRO under the Contract Documents. These limits also apply to Provider's subcontractors. They are the maximum liability for which Provider and its subcontractors are collectively responsible.



**Section 10.2. No Liability for Certain Damages.** In no event will Provider or any person or entity involved in the creation, manufacture or distribution of any software, services or other materials provided by Provider under the Contract Documents be liable for: (i) any damages arising out of or related to the failure of CRRO or its Affiliates or suppliers to perform their responsibilities; (ii) any claims or demands of third parties (other than those third party claims subject to indemnification under the Agreement); or (iii) any lost profits, loss of business, loss of data, loss of use, lost savings, failure to realize expected savings, or other consequential, special, incidental, indirect, exemplary or punitive damages, even if Provider has been advised of the possibility of such damages.

**Section 10.3. Exclusions from Limitation; Survival.** The foregoing limitations do not apply to the payment of settlements, costs, damages and legal fees referred to in Article VIII or to any claims by CRRO for indemnification. The limitations of liability set forth in this Article X will survive and apply notwithstanding the failure of any limited or exclusive remedy for breach of warranty set forth in the Contract Documents. The Parties agree that the foregoing limitations will not be read so as to limit any liability to an extent that would not be permitted under applicable law.

## **ARTICLE XI CHANGE ORDERS**

**Section 11.1. Changes to Action Plans.** Either party may propose changes to the scope or time schedule of the Services under an Action Plan. Requests for changes will be submitted to the other party in writing for consideration of feasibility and the likely effect on the cost and schedule for performance of the Services. The Parties will mutually agree upon any proposed changes, including resulting equitable adjustments to costs and schedules for the performance of the Services. The agreed changes will be documented in one or more Change Orders.

**Section 11.2. CRRO Delays.** If action or inaction by CRRO, or its suppliers' failure to perform their responsibilities in a timely manner, prevents Provider from or delays Provider in performing the Services, Provider will be entitled to an equitable adjustment in the schedule for performance and the compensation otherwise payable to it under the applicable Action Plan(s). In such event, the Parties will mutually agree upon a Change Order documenting the adjustments.

**Section 11.3. Effect on Action Plan Prices.** Amounts payable pursuant to Change Orders will be in addition to any fixed prices or funding limitations on time and materials charges or Reimbursable Expenses.

## **ARTICLE XII PROPRIETARY RIGHTS**

**Section 12.1. Pre-existing Provider Materials, Third-Party Materials, and Open Source Software.** Any pre-existing Provider materials, third-party materials, Open Source software, and derivatives thereof, incorporated in a Deliverable or necessary to use a Deliverable will be licensed to CRRO under separate license terms. Such license terms will be, as appropriate,



set forth in a license agreement i) executed between Provider and CRRO, or ii) obtained by CRRO from the applicable third-party vendor, or iii) in the case of Open Source software, the license terms set forth in the applicable Open Source license agreement. CRRO acknowledges that a separate license fee may be charged by Provider or the third-party vendor for any such licensed materials.

**Section 12.2. Developed Materials.** Except as otherwise specified in the applicable Action Plan, subject to payment in full by CRRO of all amounts owed to Provider, CRRO will own all intellectual property rights, title and interest in and to all work products developed exclusively for it under the Contract Documents. CRRO grants to Provider an irrevocable, nonexclusive, royalty-free right and license to use, execute, reproduce, modify and create derivative works from such non-confidential work products. To the extent any Deliverable provided to the CRRO hereunder constitutes inventory within the meaning of Section 471 of the Internal Revenue Code, such Deliverable is licensed to the CRRO by Provider as agent for CRRO on the terms and conditions contained herein.

**Section 12.3. CRRO Data and Materials.** CRRO hereby grants to Provider a nonexclusive, royalty-free license to use any CRRO data and materials provided by it to Provider during the Term of the Agreement for the purpose of performing the Services for CRRO.

**Section 12.4. Reservation of Rights.** Neither party will be prevented from using ideas, concepts, expressions, know-how, skills and experience possessed by it prior to, or developed or learned by it in the course of, performance under the Contract Documents. The provisions of Article XII do not prevent Provider from describing to potential clients any Services or Software Deliverables provided by Provider under the Contract Documents, so long as Provider removes CRRO's Confidential Information and any identifying references to CRRO.

### **ARTICLE XIII DELIVERABLES**

**Section 13.1. Procedures, In General.** Acceptance of Deliverables will be conducted in accordance with the following procedures. All terms specified in the following procedures are defaults that may be overridden by the applicable Action Plan.

**Section 13.2. Written Deliverables.** Provider may submit interim drafts of a Written Deliverable to CRRO for review. CRRO agrees to review and provide comments to Provider on each interim draft within five (5) business days after receiving it from Provider. CRRO will have the opportunity to review the Written Deliverable for an acceptance period of ten (10) business days after delivery of the final version of the Written Deliverable (the "Acceptance Period"). CRRO agrees to notify Provider in writing by the end of the Acceptance Period either stating that the Written Deliverable is accepted in the form delivered by Provider or describing in reasonable detail any substantive deviations from the description of the Written Deliverable contained in the Action Plan that must be corrected prior to acceptance of the Written Deliverable. If Provider does not receive any such deficiency notice from CRRO by the end of the Acceptance Period, the Written Deliverable will be deemed to be accepted. If CRRO delivers to Provider a timely notice of deficiencies and the items specified in the notice are deficiencies, Provider will correct the





described deficiencies within a reasonable period of time. Provider's correction efforts will be made at no additional charge if the Written Deliverable is being developed under a fixed-price Action Plan. If the Written Deliverable is being developed on a time and materials basis, Provider's correction efforts will be made on a time and materials basis. Upon receipt of a corrected Written Deliverable from Provider, CRRO will have a reasonable additional period of time, not to exceed ten (10) business days, to review the corrected Written Deliverable to confirm that the identified and agreed-upon deficiencies have been corrected. CRRO will not unreasonably withhold, delay or condition its approval of a final Written Deliverable.

**Section 13.3. Software Deliverables.** Acceptance testing is an iterative process designed to determine whether the Software Deliverable performs the functions described in its approved Specifications and to discover and remove Nonconformities through repeated testing cycles. As used herein, "Nonconformity" means a reproducible condition in a Software Deliverable that prevents the Software Deliverable from performing the functions described in its Specifications such that the Software Deliverable does not operate or cannot be used in a production environment. At least forty-five (45) days prior to the date on which Provider is scheduled to deliver any Software Deliverable to CRRO, CRRO will deliver for Provider's review proposed testing procedures for the Software Deliverable, including without limitation the detailed test scripts, test cases, test data and expected results. At least thirty (30) days prior to the date on which Provider is scheduled to deliver the Software Deliverable to CRRO, the Parties will agree upon the testing procedures for the Software Deliverable (the "Acceptance Tests" or "Acceptance Testing").

(a) The "Acceptance Test Period" for each Software Deliverable will be thirty (30) days. The Acceptance Test Period for each Software Deliverable will begin when Provider has completed and delivered the Software Deliverable to CRRO's designated site, successfully completed Provider's installation test and notified CRRO that the Software Deliverable is "Ready for Acceptance." Provider will not be obligated to deliver a Software Deliverable to CRRO until CRRO demonstrates the readiness of the target technical platform and environment, as described and according to the schedule specified in the Action Plan.

(b) CRRO will start to perform Acceptance Testing on each Software Deliverable promptly after receiving Provider's notice that the Software Deliverable is ready for Acceptance Testing. CRRO's Acceptance Testing will consist of executing test scripts from the Acceptance Tests during the Acceptance Test Period. If CRRO determines during the Acceptance Test Period that the Software Deliverable contains a Nonconformity, CRRO will promptly send Provider a written notice reporting the alleged Nonconformity. A Nonconformity will be considered "Reported" only if it is described to Provider in sufficient detail to allow Provider to recreate it. Provider will modify the Software Deliverable to remove the Reported Nonconformity and will provide the modifications to CRRO for re-testing. CRRO will then re-test the modified portions of the Software Deliverable promptly after receiving the modifications from Provider.

(c) By the end of the Acceptance Test Period CRRO will provide Provider with a final written list reporting any outstanding Nonconformities (the "Punch List"). Provider will modify the Software Deliverable to remove the Nonconformities that are reported on



the Punch List and will provide the modifications to CRRO. CRRO will have fifteen (15) business days after receipt of the modifications to re-test the modified Software Deliverable to confirm that the Nonconformities that are Reported on the Punch List have been removed. If any Nonconformities that were Reported on the Punch List have not been removed, CRRO will provide Provider with written notice by the end of the re-testing period reporting any such Nonconformities. In such event, the procedures set forth in this Section 13.3(c) will be repeated for the remaining Nonconformities on the Punch List.

(d) Provider and CRRO each agrees to work diligently to achieve acceptance of Software Deliverables at the earliest possible date, and CRRO will work diligently to put the Software Deliverable in live production operations. Acceptance of a Software Deliverable will take place when any of the following events occurs: (i) CRRO gives Provider written notice of acceptance; (ii) CRRO uses the Software Deliverable or any substantial portion of it in live production operations; (iii) the Acceptance Test Period expires without CRRO having given Provider the Punch List; or (iv) the re-testing period expires without CRRO having Reported any remaining Nonconformities on the Punch List

(e) Provider's modifications made pursuant to this Section 13.3 will be made at no additional charge if the Software Deliverable is being developed under a fixed-price Action Plan. If the Software Deliverable is being developed on a time and materials basis, Provider's modifications made pursuant to this Section 13.3 will be made on a time and materials basis.

#### ARTICLE XIV APPLICABLE LAWS OF PUERTO RICO

**Section 14.1. Interagency Service Clause.** Both Parties acknowledge and agree that the contracted Services may be provided to any entity of the Executive Branch with which the CRRO subscribes an interagency agreement or by direct disposition of the Office of the Chief of Staff of the Governor of Puerto Rico. These Services will be provided under the same terms and conditions regarding work hours and/or compensation as set forth in this Agreement. For the purposes of this Clause, the term "entity of the Executive Branch" includes all agencies of the Government of Puerto Rico, as well as its instrumentalities, public corporations and the Governor's Office.

**Section 14.2. Source of Funds.** The CRRO certifies that the funds for the payment related to the Services rendered under this Agreement come from budgetary allocations and/or federal disaster funds allocated to the Government of Puerto Rico. All disbursements for such payments shall be made from the Puerto Rico Public Partnerships CRRO's account.

**Section 14.3. Professional Ethics Rules.** The Provider acknowledges and accepts that, to the extent applicable, it is knowledgeable regarding the rules of ethics of its profession and assumes responsibility for its own actions. The Provider also acknowledges that in executing its professional Services pursuant to this Agreement it has the obligation to exhibit complete loyalty towards the CRRO, including having no adverse interest to this government entity. Adverse interest includes representing clients who have or may have interest contrary to the CRRO's. This duty includes the continued obligation to disclose to the CRRO all circumstances of its



relationships with clients and third persons, and any interest which could influence the CRRO when executing the Agreement or while it is in effect. The Provider represents conflicting interests when, on behalf of one client it must support that which it is its duty to oppose to comply with its obligations with another previous, present or potential client. Also, it represents conflicting interests when its conduct is described as such in the standards of ethics applicable to its profession or industry, or in Puerto Rico's laws and regulations. The conduct herein described by one of its directors, partners or employees shall constitute a violation of this prohibition. The Provider shall avoid even the appearance of the existence of conflicting interests.

**Section 14.4. Anti-Corruption Provisions.**

(a) The Provider certifies that it has received a copy of and agrees to comply with Act No. 2-2018, known as the Anti-Corruption Code for the New Puerto Rico ("Act No. 2-2018"), and with Act No. 1-2012, as amended, known as the Organic Act of the Office of Government Ethics of Puerto Rico ("Act No. 1-2012").

(b) The Provider shall furnish a sworn statement to the effect that neither the Provider nor any president, vice president, executive director or any member of a board of officials or board of directors, or any person performing equivalent functions for the Provider has been convicted of or has pled guilty to any of the crimes listed in Article 6.8 of Act No. 8-2017, as amended, known as the Act for the Administration and Transformation of Human Resources in the Government of Puerto Rico ("Act No. 8-2017") or any of the crimes included in Act No. 2-2018.

(c) The Provider hereby certifies that it has not been convicted in Puerto Rico or United States Federal court for under Articles 4.2, 4.3 or 5.7 of Act No. 1-2012, any of the crimes listed in Articles 250 through 266 of Act No. 146-2012, as amended, known as the Puerto Rico Penal Code ("Act No. 146-2012"), any of the crimes typified in Act No. 2-2018, or any other felony that involves misuse of public funds or property, including but not limited to the crimes mentioned in Article 6.8 of Act No. 8-2017.

(d) The CRRO shall have the right to terminate the Agreement in the event the Provider is convicted in Puerto Rico or United States Federal court under Articles 4.2, 4.3 or 5.7 of Act No. 1-2012, Act No. 146-2012, any of the crimes typified in Act No. 2-2018, or any other felony that involves misuse of public funds or property, including but not limited to the crimes mentioned in Article 6.8 of Act No. 8-2017.

(e) It is expressly acknowledged that the certifications provided by the Provider, pursuant to this Section 14.4, are essential conditions of this Agreement. If these certifications are not correct in their entirety or in any of their parts, it shall constitute sufficient cause for the CRRO to terminate this Agreement immediately, without prior notice, and the Provider will have to reimburse the CRRO any amount of money received under this Agreement.

(f) If the status of the Provider or any president, vice president, executive director or any member of a board of officials or board of directors, or any person performing

equivalent functions for the Provider with regards to the charges previously mentioned should change at any time during the term of the Agreement, the Provider shall notify in writing to the CRRO immediately. The failure to comply with this responsibility constitutes a violation of this Clause and shall result in the remedies mentioned previously.

**Section 14.5. Improvement of Family Assistance and Support for the Elderly.** The Provider also certifies and warrants that it is in compliance with Act No. 168-2000, as amended, known as the "Act for the Improvement of Family Assistance and for the Support of the Elderly." In the event the Provider is under a court or administrative order directing it to provide financial support or to fulfill any obligation under the mentioned Act, the Provider further certifies and warrants that it is in compliance with said obligations. It is expressly acknowledged that this certification is an essential condition of this Agreement. If the certification is not correct in its entirety or in any of its parts, it shall constitute sufficient cause for the CRRO to terminate the Agreement immediately, without prior notice to the Provider.

**Section 14.6. Conflicts of Interests.**

(a) Both Parties hereby declare that, to the best of their knowledge, as of the date hereof, no public officer or employee of the Government of Puerto Rico, or any of its agencies, instrumentalities, public corporations or municipalities or employee of the Legislative or Judicial branches of the Government has any direct or indirect interest in the present Agreement. The Provider certifies that neither it, nor any of its directors, executives, officers or employees, offered or paid, directly or indirectly, any commissions, referrals, contracts, or any other consideration having an economic value, to a third party as a condition for obtaining this Agreement or to influence in any way its execution. In addition, the Provider certifies that it shall not pay any commissions, make any referrals, execute any contracts, or provide any other consideration having an economic value, to a third party for the Services to be rendered under this Agreement, except for any subcontracts authorized by the CRRO in accordance with the provisions established herein.

(b) Both Parties hereby certify that this Agreement shall not be executed by a public officer or employee of CRRO authorized to contract on its behalf and who has or has had direct or indirect economic interest in the Provider during the last four (4) years prior to his/her holding office or has any member of his/her family unit who has or has had direct or indirect economic interest in the Provider during the last four (4) years prior to his/her holding office.

(c) Both Parties hereby certify that no officers or employees of CRRO or any member of their family units has or has had a direct or indirect economic interest in this Agreement during the last four (4) years prior to their holding office.

(d) Both Parties hereby certify that no public officer or employee is a party to or has any interest in any profits or benefits produced by this Agreement.

(e) Both Parties hereby certify that no public officer or employee who has the power to approve or authorize this Agreement has evaluated, considered, approved or



authorized this Agreement while he or she or any member of his or her family unit has or has had a direct or indirect economic interest in the Provider during the last four (4) years prior to his or her holding office.

(f) Both Parties hereby certify that this Agreement shall not be executed with or for the benefit of persons who have been public officers or employees of CRRO without at least two (2) years having elapsed from the time said person ceased working as such.

(g) The Provider certifies that none of its partners, directors, executives, officers and employees receives salary or any kind of compensation for the delivery of regular services by appointment (or otherwise) in any agency, instrumentality, public corporation, or municipality of the Government of Puerto Rico.

(h) The Provider certifies that, at the time of the execution of this Agreement, it does not have nor, to its knowledge, does it represent anyone who has interests that are in conflict with the CRRO. If such conflicting interests arise after the execution of this Agreement, the Provider shall notify the CRRO immediately to mutually determine the actions needed to resolve such potential conflict.

#### **Section 14.7. Required Certifications.**

(a) The Provider represents and certifies that at the execution of this Agreement, it has submitted income tax returns in Puerto Rico (if it was required by applicable law to submit) during the past five (5) years. The Provider further certifies that it has submitted a certification issued by the Municipal Revenues Collection Center on the absence of any tax debt or the existence of a payment plan. The Provider also represents and certifies that it does not have outstanding debts with the Government of Puerto Rico for income taxes, real or chattel property taxes, unemployment insurance premiums, workers' compensation payments or Social Security for chauffeurs in Puerto Rico and the Administration for the Sustenance of Minors (known by its Spanish acronym as "ASUME").

(b) The Provider has provided the CRRO with a certificate of incorporation and a Good Standing Certificate issued from the Department of State of Puerto Rico as proof that it is duly authorized to do business in Puerto Rico and has complied with its annual corporation report filing obligations. The Provider has also provided the CRRO with the certifications listed in **Appendix D** hereto.

(c) It is expressly acknowledged that the certifications provided by the Provider, pursuant to this Section 14.7, are essential conditions of this Agreement, and if these certifications are incorrect, the CRRO shall have sufficient cause to terminate this Agreement immediately, without prior notice to the Provider.

(d) For the purposes of this Agreement, tax debt shall mean any debt that the Provider, or other parties which the CRRO authorizes the Provider to subcontract, may have with the Government of Puerto Rico for income taxes, real or chattel property taxes, including any special taxes levied, license rights, tax withholdings for payment of salaries and

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professional services, taxes for payment of interest, dividends and income to individuals, corporations and non-resident accounting firms, for payment of interests, dividends and other earnings shares to residents, unemployment insurance premiums, workers' compensation payments, Social Security for chauffeurs and ASUME.

(e) The Provider shall also be responsible for providing the CRRO with the certifications required under this clause from any professional or technical consultant subcontracted by the Provider and authorized by the CRRO. Any person engaged by the Provider in accordance with the conditions herein established, who dedicates twenty-five percent (25%) or more of his or her time to provide advisory services related to the Agreement shall be considered subcontractors for the purposes of this Clause. Notwithstanding anything herein to the contrary, the Provider shall have the right to rely conclusively on the aforementioned certifications from government agencies in making the representations in this Clause.

**Section 14.8. Withholdings.** The Provider is an independent contractor and, as such, shall be responsible for the payment of all of its income taxes, their subcontractors, and its individual and employers' withholdings under the applicable tax laws of Puerto Rico or the U.S. Internal Revenue Code. No withholdings or deductions shall be made from payments to the Provider for services rendered, except the special contribution of one point five percent (1.5%) of the gross amounts paid under this Agreement, required by Act No. 48-2013, as amended, and those applicable under the Puerto Rico Internal Revenue Code and its regulations, if any. However, the aforesaid special contribution shall not apply to amounts paid under this Agreement for expense reimbursement or the costs of materials or equipment (e.g., infrastructure, hardware, data storage, servers, third party software products), provided that the excluded amounts are separately invoiced or identified or itemized in the invoice submitted by the Provider. When invoicing the CRRO, the Provider will allocate fees between those relating to activities undertaken outside Puerto Rico and constituting gross income from sources without Puerto Rico, and those relating to activities undertaken within Puerto Rico and constituting gross income from sources within Puerto Rico. The CRRO shall deduct and withhold twenty-nine percent (29%) of the gross amounts paid on those invoiced amounts which constitute gross income from sources within Puerto Rico, in accordance with Section 1150 of the Puerto Rico Internal Revenue Code, 13 L.P.R.A. Section 8550(a). No withholdings or deductions shall be made from payments to the Provider for services constituting gross income from services without Puerto Rico. The CRRO shall forward any such withholdings or deductions to the Secretary of the Treasury of Puerto Rico.

Provider represents and warrants that it has and shall continue to pay all taxes and other such amounts required by federal, state and local law, including but not limited to federal and social security taxes, workers' compensation, unemployment insurance and sales taxes.

**Section 14.9. Registration at the Office of the Comptroller.** The Provider will not receive any payment for the Services rendered under the terms of this Agreement until the Agreement has been registered at the Office of the Comptroller of Puerto Rico, as required by Act No. 18 of October 30, 1975, as amended.



**Section 14.10. Dispensation.** The Provider certifies it is not required to obtain a dispensation in compliance with the applicable laws and regulations of the Government of Puerto Rico prior to or in connection with the execution of this Agreement. Both Parties agree that the proven illegality of any of the provisions of this Agreement shall not invalidate it as a whole.

**Section 14.11. Alimony and Child Support.** Provider is not required to provide alimony or child support to any person.

## **ARTICLE XV FEDERALLY REQUIRED CLAUSES**

**Section 15.1. Changes.** The CRRO may, at any time, by written order, make changes in the Services or work to be performed within the general scope of this Agreement. If such changes cause an increase or decrease in Provider's cost of, or time required for, performance of any Services under this Agreement, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly. Provided, however, that no changes shall be made to the scope of the Services that would render the costs incurred in the performance of this Agreement unallowable or not allocable under, or outside the scope or not reasonable for the completion of, Federal grant awards from the Federal Emergency Management Agency ("FEMA"), the U.S. Department of House and Urban Development ("HUD") or any other U.S. Federal agency.

**Section 15.2. Debarment, Suspension, and Ineligibility.**

(a) The Provider represents and warrants that the Provider, its principals, and affiliates have not been debarred, suspended, or placed in ineligibility status under the provisions of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000 (government debarment and suspension regulations). The Provider represents and warrants that it will not enter into any contracts or subcontracts with any individual or entity which has been debarred, suspended or deemed ineligible under those provisions. During the term of this Agreement, the Provider will periodically review SAM.gov and local notices to verify the continued accuracy of this representation. The Provider shall require all subcontractors at every tier to comply with this requirement.

(b) This certification is a material representation of fact relied upon by the CRRO. If it is later determined that the Provider did not comply with 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, in addition to remedies available to the CRRO, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

**Section 15.3. Reporting Requirements.** The Provider shall complete and submit all reports, in such form and according to such schedule, as may be required by the CRRO.

**Section 15.4. Access to Records.**

(a) The Provider agrees to provide the CRRO, the Government of Puerto Rico, the Federal Program Administrators, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the

Provider which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

(b) The Provider agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(c) The Provider agrees to provide the CRRO, the Government of Puerto Rico, Federal Program Administrators, the Comptroller General of the United States or their authorized representative's access to work sites pertaining to the work being completed under the Agreement.

**Section 15.5.** For contracts exceeding \$100,000, the Provider shall submit Form HUD 60002 (Section 3 Summary Report) to the CRRO on a quarterly basis, notwithstanding the annual reporting requirement set forth in that form's instructions.

**Section 15.6. Program Fraud and False or Fraudulent Statements or Related Acts.** The Provider acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Provider's actions pertaining to this Agreement.

**Section 15.7. Clean Air Act and the Federal Water Pollution Control Act.** The Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*, and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* The Provider agrees to report each violation to the CRRO and understands and agrees that the CRRO will, in turn, report each violation as required to assure notification to the Government of Puerto Rico, FEMA, HUD, or other Federal Program agencies, and the appropriate Environmental Protection Agency Regional Office. The Provider agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

**Section 15.8. No Obligation by the Federal Government.** The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, Provider, or any other party pertaining to any matter resulting from the Agreement.

**Section 15.9. Energy Efficiency.** The Provider agrees to comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the Government of Puerto Rico's energy conservation plan issued in compliance with this Act.

**Section 15.10. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).** If applicable, providers who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the CRRO and the Government of Puerto Rico.





**Section 15.11. Compliance with Laws, Regulations, and Executive Orders.** The Provider acknowledges that FEMA, HUD, or other federal financial disaster funds will be used to fund this Agreement. The Provider shall comply with all applicable Federal and Government of Puerto Rico laws, regulations, executive orders, policies, procedures, and directives, all Federal Cost Principles set forth in 2 C.F.R. Part 200, and all applicable FEMA regulations in 44 C.F.R. Chapter I.

**Section 15.12. Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law, regulation, executive order, policy, procedure, directive, Federal grant award or agreement, or cooperative agreement with any Federal agency to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein. If, through mistake or otherwise, any provision is not inserted, or is not correctly inserted, then upon the application of either party the Agreement shall be amended to make such insertion or correction.

**Section 15.13. Modifications and Amendments.** No amendment to or modification or other alteration of the Agreement shall be valid or binding upon the Parties unless made in writing, signed by the Parties and, if applicable, approved by the CRRO.

**Section 15.14. Assignment.** The Provider shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the CRRO.

**Section 15.15. Title VI of the Civil Rights Act of 1964.** The Provider shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

**Section 15.16. Section 109 of the Housing and Community Development Act of 1964.** The Provider shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

**Section 15.17. Section 504 of the Rehabilitation Act of 1973.** The Provider shall comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended, and any applicable regulations. The Provider agrees that no qualified individual with handicaps shall, solely on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance from HUD.



**Section 15.18. Age Discrimination Act of 1975.** The Provider shall comply with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), as amended, and any applicable regulations. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

**Section 15.19. Section 3 of the Housing and Urban Development Act of 1968.**

(a) The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The Parties to this Agreement agree to comply with HUD's regulations in 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this contract, the Parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

(c) The Provider agrees to send to each labor organization or representative of workers with which the Provider has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(d) The Provider agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The Provider will not subcontract with any subcontractor where the Provider has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.

(e) The Provider will certify that any vacant employment positions, including training positions, that are filled: (1) after the Provider is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent the Provider's obligations under 24 C.F.R. Part 135.

Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

(f) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

(g) For contracts exceeding \$100,000, the Provider shall submit Form HUD 60002 (Section 3 Summary Report) to the CRRO on a quarterly basis, notwithstanding the annual reporting requirement set forth in that form's instructions.

**Section 15.20. Fair Housing Act.** Provider shall comply with the provisions of the Fair Housing Act of 1968 as amended. The act prohibits discrimination in the sale or rental of housing, the financing of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, handicap or familial status. The Equal Opportunity in Housing Act prohibits discrimination against individuals on the basis of race, color, religion, sex or national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds.

**Section 15.21. Equal Employment Opportunity Act.** Provider shall comply with the provisions of the Equal Employment Opportunity Act, as amended. During the performance of this Agreement, the Provider agrees as follows:

- a) The Provider shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Provider shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- b) The Provider shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Provider shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.



- c) The Provider will, in all solicitations or advertisements for employees placed by or on behalf of the Provider, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- d) The Provider will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers representative of the Provider's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e) The Provider will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- f) The Provider will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- g) In the event of the Provider's non-compliance with the non-discrimination clause of this Agreement or with any of such rules, regulations or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and the Provider may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- h) The Provider shall incorporate the provisions of (a) through (g) above in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor so that such provisions shall be binding on such subcontractor. The Provider will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the Provider becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Provider may request the United States to enter into such litigation to protect the interests of the United States.

**Section 15.22. Davis-Bacon Act.** The Provider shall comply with the Davis-Bacon Act as supplemented by Department of Labor regulations. All laborers and mechanics employed by contractors or subcontractors, including employees of other governments, on construction work assisted under this Agreement, and subject to the provisions of the federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act. On a semi-annual basis, the Provider shall submit Form HUD 4710 (Semi-Annual labor Standards Enforcement Report) to CRRO.

**ARTICLE XVI**  
**GOVERNING LAW; DISPUTE RESOLUTION**

**Section 16.1. Governing Law.** Any claim, controversy or dispute arising under or related to the Contract Documents will be governed by and construed, interpreted and enforced in accordance with the laws of the Commonwealth of Puerto Rico without regard to any provision of Puerto Rico law that would require or permit the application of the substantive law of any other jurisdiction.

**Section 16.2. Informal Dispute Resolution.** At the written request of either Party, the Parties will attempt to resolve any dispute arising under or relating to the Contract Documents through the informal means described in this Section 16.2. Each party will appoint a senior management representative who does not devote substantially all of his or her time to performance under the Contract Documents. The representatives will furnish to each other all non-privileged information with respect to the dispute that the Parties believe to be appropriate and germane. The representatives will negotiate in an effort to resolve the dispute without the necessity of any formal proceeding. Formal proceedings for the resolution of the dispute may not be commenced until the earlier of: (i) the designated representatives conclude that resolution through continued negotiation does not appear likely; or (ii) thirty (30) calendar days have passed since the initial request to negotiate the dispute was made; provided, however, that a party may file earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or to apply for interim or equitable relief.

**Section 16.3. Dispute Resolution.** The Parties agree that any dispute, claim or controversy directly or indirectly relating to or arising out of this Agreement, the termination or validity of this Agreement, any alleged breach of this Agreement, the engagement contemplated by this Agreement or the determination of the scope of applicability of this Agreement that is not resolved according to the Informal Dispute Resolution described above shall be brought only in the Courts of First Instance of the Commonwealth of Puerto Rico or in the United States District Court for the District of Puerto Rico. The CRRO and the Provider also agree that service of process may be effected through next-day delivery using a nationally-recognized overnight courier or personally delivered to the addresses set forth or referred to in this Agreement. In any claim, all of the costs and the reasonable attorneys' fees of the prevailing Party (as determined by the court in such claim) shall be borne by the Party who did not prevail. The CRRO and the Provider further agree that a final, non-appealable judgment in respect of any claim brought in any such court shall be binding and may be enforced in any other court having jurisdiction over the party against whom the judgment is sought to be enforced. The CRRO also hereby consents to personal jurisdiction, service and venue in any court in which any action is brought by any third party against the Provider or any Indemnified Person. The Parties hereby agree to waive any right to jury trial in any proceeding between them.



**ARTICLE XVII  
NOTICES**

**Section 17.1. Notices.** Any required notices under this Agreement should be sent by business email with receipt verification and/or certified mail or through a nationally recognized courier service with return receipt requested and addressed to the Parties as follows:

If to CGI Technologies and Solutions Inc.:

CGI Technologies and Solutions Inc.  
260 Peachtree Street NW, Suite 2303  
Atlanta, GA 30303-1290  
Fax (941) 955-0289  
Email: darla.bassetti@cgi.com

Attention: Darla Bassetti, VP Consulting Services

With a copy to:

CGI Technologies and Solutions Inc.  
11325 Random Hills Road, 8<sup>th</sup> Floor  
Fairfax, VA 22030  
Attn: Office of General Counsel  
Fax: 703-267-7288

If to the Authority:

Puerto Rico Public-Private Partnerships Authority  
Central Office of Recovery, Reconstruction, and Resiliency  
Roberto Sánchez Vilella Government Center, De Diego Avenue  
San Juan, Puerto Rico 00940-2001

Attention: Omar Marrero, Esq., Executive Director PPP Authority

With a copy to Legal Affairs Office, attention Fermín Fontanés Gómez.

**ARTICLE XVIII  
MISCELLANEOUS**

**Section 18.1. Independent Contractor.** The CRRO and the Provider agree that the Provider's status hereunder, and the status of any agents, employees and subcontractors engaged by the Provider, shall be that of an independent contractor only and not that of an employee or agent of the CRRO. The Provider shall not have any power or right to enter into agreements on behalf of the CRRO.

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**Section 18.2. Patriot Act.** The Provider hereby notifies the CRRO that pursuant to the requirements of the USA PATRIOT Improvement and Reauthorization Act, Pub. L. N 109-177 (Mar. 9, 2006) (the "Patriot Act"), it is required to obtain, verify and record information that identifies the CRRO in a manner that satisfies the requirements of the Patriot Act. This notice is given in accordance with the requirements of the Patriot Act.

**Section 18.3. No Third-Party Rights.** It is understood that this Agreement is the sole agreement between the Parties with regard to the Services covered hereby and supersedes any prior agreements, written or verbal. The Agreement may not be changed orally, but may be amended in writing by mutual agreement of the Parties. This Agreement is solely for the benefit of the CRRO, the Provider and, to the extent expressly set forth herein, the Indemnified Persons and no other party shall be a third party beneficiary to, or otherwise acquire or have any rights under or by virtue of, this Agreement.

**Section 18.4. Drafting Responsibility.** This Agreement has been reviewed by each of the signatories hereto and its counsel. There shall be no construction of any provision against either party because this Agreement was drafted by either party, and the Parties waive any statute or rule of law to such effect.

**Section 18.5. Severability.** If any provision hereof shall be held by a court of competent jurisdiction to be invalid, void or unenforceable in any respect, or against public policy, such determination shall not affect such provision in any other respect nor any other provision hereof.

**Section 18.6. Counterparts.** This Agreement may be executed in facsimile or other electronic counterparts, each of which will be deemed to be an original and all of which together will be deemed to be one and the same document.

**Section 18.7. Nonexclusive Agreement.** The Agreement does not grant to Provider any exclusive rights to do business with CRRO. CRRO may contract with other suppliers for the procurement of comparable services. Except as agreed under an Action Plan for Managed Services, CRRO makes no commitment for any minimum or maximum amount of Services to be purchased under the Agreement. Likewise, nothing in the Agreement will prevent Provider from marketing, developing, using and performing services or products similar to or competitive with the services and products furnished to CRRO.

**Section 18.8. Reasonable Behavior.** Each party will act in good faith in the performance of its respective responsibilities under the Contract Documents and will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required by the other party in order to perform its responsibilities under the Contract Documents.

**Section 18.9. Integration.** The Contract Documents constitute the entire agreement between the Parties, and supersede all other prior or contemporaneous communications between the Parties (whether written or oral) relating to the subject matter of the Contract Documents. The Contract Documents may be modified or amended solely in a writing signed by both Parties. The Parties agree that any pre-printed terms contained in CRRO's purchase orders, acknowledgments,



shipping instructions, or other forms or in Provider's invoices, that are inconsistent with or different from the terms of the Contract Documents will be void and of no effect even if signed by the party against which their enforcement is sought.

**Section 18.10. Order of Precedence.** In the event of any conflict between or among the provisions contained in the Contract Documents, the following order of precedence will govern: (i) the Agreement, exclusive of its Appendices; (ii) Action Plans (except as to terms specifically identified in a particular Action Plan as modifying or amending terms of the Agreement, which terms will control over the Agreement for that Action Plan only); and (iv) the remaining Appendices to this Agreement (with Appendix B having the highest priority, followed by Appendix A)). Notwithstanding the preceding, with respect to Managed Services, the terms of Appendix E shall govern in the event of a conflict with any other terms in the Contract Documents.

**Section 18.11. Publicity.** Neither party may use the name of the other in connection with any advertising or publicity materials or activities without the prior written consent of the other party. However, Provider may include CRRO's name on Provider's client list and may describe briefly, and in general terms, the nature of the work performed by Provider for CRRO. The Parties further agree that, within a reasonable time following final acceptance of the Software Deliverables under an Action Plan, the Parties will work toward developing a mutually agreeable statement for public use by the Parties such as in marketing materials and in reports to stockholders. The Parties agree that any such mutually agreeable statements should properly attribute to Provider any Software Deliverables or other materials provided by Provider.

**Section 18.12. No Waiver.** No failure or delay by a party in exercising any right, power or remedy will operate as a waiver of that right, power or remedy, and no waiver will be effective unless it is in writing and signed by the waiving party. If a party waives any right, power or remedy, the waiver will not waive any successive or other right, power or remedy the party may have under the Contract Documents.

**Section 18.13. Force Majeure.** Neither party shall be liable for any damages for delays or failure in performance under the Contract Documents caused by acts or conditions beyond its reasonable control, without its fault or negligence, which could not have reasonably foreseen or prevented by reasonable precautions. Such acts or conditions (each a "Force Majeure") shall include, but not be limited to: acts of God or of the public enemy; civil war; insurrections or riots; acts of war; acts of government; acts of terrorism; fires; floods; storms; explosions; earthquakes or accidents; unusually severe weather; epidemics or public health restrictions; strikes or labor troubles causing cessation, slowdown or interruption of work; failures or fluctuations in electrical power, heat, light, air conditioning or telecommunication equipment; and other similar events, or any event referred to above preventing a subcontractor from performing its obligations under a subcontract. In the event of a Force Majeure, (i) the party experiencing the Force Majeure shall exercise due diligence in endeavoring to overcome any Force Majeure impediments to its performance and shall provide prompt notice to the other party of the Force Majeure; and (ii) the time for performance shall be extended by a period equal to the delay caused by the Force Majeure and, if warranted, the fees payable to Provider shall be equitably adjusted.

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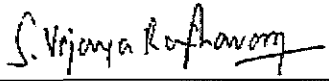
**Section 18.14. Non-solicitation.** During the term of the Contract Documents and for twelve (12) months after its expiration or termination, neither party will, either directly or indirectly, solicit for employment or employ (except as permitted below) by itself (or any of its Affiliates) any employee of the other party (or any of its Affiliates) who was involved in the performance of the party's obligations under the Contract Documents, unless the hiring party obtains the written consent of the other party. The actual damages attributable to a breach of the provisions of this Section would be difficult to determine and prove. Accordingly, the Parties agree that if either party breaches this Section, the breaching party will promptly pay the non-breaching party liquidated damages in an amount equal to the employee's annual salary (including bonuses and incentive compensation) prior to the breach, such sum being a reasonable measure of the damages reasonably anticipated by the Parties. The foregoing provision will not (i) prohibit a general solicitation of employment in the ordinary course of business or prevent a party from employing any employee who contacts such party as a result of such a general solicitation; or (ii) be read so as to limit employment opportunities to an extent that would not be permitted under applicable law.

IN WITNESS WHEREOF, the Parties hereto execute this Agreement on this 7th day of June, 2018.

**PUERTO RICO PUBLIC PRIVATE PARTNERSHIPS AUTHORITY  
CENTRAL RECOVERY AND RECONSTRUCTION OFFICE**

By:   
Name: Omar L. Marrero, Esq.  
Title: Executive Director  
Tax ID:

**CGI TECHNOLOGIES AND SOLUTIONS INC.**

By:   
Name: Vijaya R. Srinivasan  
Title: Senior Vice President  
Employer Social Security Number



## GOBIERNO DE PUERTO RICO

Autoridad para las Alianzas Público-Privadas  
de Puerto Rico

8 de junio de 2018

Hon. Yesmín M. Valdivieso  
Contralora  
Estado Libre Asociado de Puerto Rico  
PO BOX 366069  
San Juan, PR 00936-6069

Honorable Valdivieso:

El apéndice A, B y C del contrato 2018-PPP019, con CGI Technologies and Solutions Inc., contiene un volumen considerable de documentos lo que ocasiona que exceda los 10 mb que acepta el sistema de Registro de Contrato. Debido a esta situación, no se están incluyendo dichos apéndices. Sin embargo, el mismo está disponible en nuestra oficina para examen por parte de la Oficina del Contralor. De necesitar que le enviemos copia del mismo puede comunicarse con nosotros al 787-722-2525 ext. 15370.

Atentamente,

Damaris Salom Portela  
Administradora de Contratos

