

**University of Puerto Rico Comprehensive Cancer Center
Relocation Expenses Policy**

A. Purpose

The purpose of this Relocation Expenses Policy ("Policy") is to provide a standard procedure to provide monetary assistance and reimbursement for certain expenses associated with the relocation of newly hired employees as part of the commitment of the Comprehensive Cancer Center of the University of Puerto Rico ("CCCUPR") to attract and retain the most qualified candidates. The CCCUPR may provide financial assistance to recruit high quality faculty and staff where it is in the best interests of the CCCUPR.

It is the intent of the CCCUPR, through this Policy to relocate an employee in the most efficient fashion, at the most reasonable cost to the CCCUPR and the employee. The intent is also to minimize the potential detrimental effect on the employee, their family and on CCCUPR operations.

The CCCUPR recognizes the significant stress and disruption associated with moving to a new residence and believes that providing support services will enable the employee to settle in and become productive in their new job more quickly.

The CCCUPR is committed to ensuring fairness and consistency in its approach to the reimbursement of relocation expenses and accommodating the time required to complete the move.

B. Legal Basis

The CCCUPR Enabling Act, Act No. 230 of August 26, 2004, as amended, states that the CCCUPR is the government entity principally responsible for the implementation of public policy regarding the prevention, orientation, research and provision of clinical services and treatment related to cancer. Pursuant to these objectives, Act 230-2004 states that the CCCUPR is responsible for recruiting and compensating the necessary personnel to foster cancer related research and clinical care, as well as promoting the involvement and development of researchers dedicated to the study of the causes and treatments for cancer in Puerto Rico. Act 230-2004, Art. 5(b), (c), (j), and (q).

C. Scope and Application

This policy applies to all CCCUPR full time employees whose engagement exceeds 12 months, and where monetary assistance for relocation expenses is included as part of the written employment offer or in a subsequent written relocation expenses reimbursement agreement.

An offer for monetary assistance for relocation expenses may only be made when necessary to recruit high quality faculty and staff, as approved by the Executive Director of the CCCUPR.

D. Policy

The CCCUPR will reimburse reasonable amounts or provide advance monetary assistance of expenses incurred as a result of the relocation of employees that live outside of the San Juan metropolitan area from their current place of residence, as may be approved by the Executive Director of the CCCUPR and included in the written employment offer or a relocation expenses reimbursement agreement, subject to the availability of funds in the CCCUPR budget, and in compliance with the requirements of this Policy. An offer to reimburse or advance monetary assistance for relocation expenses shall not exceed an aggregate total of \$20,000.00 per employee.

E. Procedure and Advance Authorization

1. All requests for monetary assistance for relocation expenses for employment candidates must be previously approved by the Executive Director of the CCCUPR. If approved, monetary assistance for relocation expenses up to a fixed, designated amount, which may not cover the entire cost, must be included in the written employment offer or in a subsequent relocation expenses reimbursement agreement. Payment or reimbursement of relocation expenses shall not exceed the amount agreed upon in the employment offer or the relocation expenses reimbursement agreement.
2. Monetary assistance for relocation expenses is only allowed when the position is of such significance, and/or the candidate is so outstanding as to warrant the offer of monetary assistance for relocation expenses. The request must also show that sufficient funds are available to support the request. Under no circumstance is such monetary assistance an entitlement or a regular part of the CCCUPR's benefit package.
3. Monetary assistance for relocation expenses will be considered only if the prospective employee lives outside of the San Juan metropolitan area.
4. Relocation expenses may be paid directly by the CCCUPR to the vendor. For all other relocation expenses, the employee must obtain original receipts for incurred expenses and submit them to the CCCUPR Finance Department along with the appropriate reimbursement request form.
5. All relocation expenses must be reasonable, necessary, and incurred after the employee executes the written employment offer or relocation expenses reimbursement agreement. The CCCUPR may audit expenses, and employees must document receipted expenses claimed for reimbursement.

6. All relocation expenses must be incurred within one hundred and six (6) months of the date the employment offer or relocation expenses reimbursement agreement is signed. Expenses incurred after this period will not be reimbursed. It is the responsibility of the employee to submit all necessary documentation to the CCCUPR for reimbursement of relocation expenses within (9) nine months of the date the employment offer or relocation expenses reimbursement agreement is signed.
7. Payment or reimbursement of any relocation expense not expressly outlined in this Policy must be approved in advance by the Executive Director of the CCCUPR and must be included in the employment offer or a written agreement between the CCCUPR and the employee.

F. Relocation Expenses covered by this Policy

The CCCUPR may reimburse the following:

1. The actual cost of packing, crating, transporting, unpacking, and uncrating household effects, as well as the costs of connecting and disconnecting household appliances.
2. Costs of moving effects to and from storage.
3. Storage costs for household effects up to 30 days.
4. "All-risk" replacement cost insurance, which should be arranged with the shipping agent or carrier.
5. Travel and lodging expenses associated with a trip for the purpose of house hunting for the new employee, spouse, and dependent children up to a maximum of two nights (2) and three (3) days. Any such expense must be approved in advance.
6. En-route travel expenses for the new employee. Travel expenses for spouse and dependent children must be approved in advance.
7. Compensation for driving up to two (2) vehicles to the new residence at the CCCUPR current travel expense rates.
8. Freight charges for shipping one (1) vehicle when the employee cannot drive the vehicle to the new residence.
9. Temporary lodging for eligible employee, spouse, and dependents for a period not to exceed 30 days. Lodging may be at the site of departure or site of arrival or split between the two sites. Payment of temporary lodging must be approved in advance and is only done in extraordinary circumstances. Payment for temporary housing is made directly to the employee, who is responsible for payments to their landlord or other provider.

10. Any other expense that is reasonably related to the relocation of the employee, is approved in advance by the Executive Director of the CCCUPR and is included in the employment offer or a written agreement between the CCCUPR and the employee.

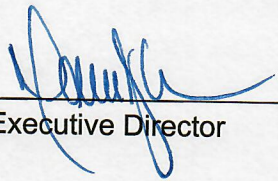
G. Reimbursement Requirement

1. The offer to provide monetary assistance for relocation expenses should include the requirement of a commitment on the part of the employee to remain in the CCCUPR's employment for a minimum of one (1) year. If the employee voluntarily leaves the CCCUPR for any reason within the first year of employment, the employee will be required to reimburse the CCCUPR a pro-rated portion of the total amount of relocation expenses paid to or on behalf of the employee by the CCCUPR.
2. Failure to repay the pro-rated relocation expenses may result in legal action against the employee, in which case the employee, as part of the agreement, agrees to pay all the collection costs, including attorneys' fees and other charges necessary to collect the amounts due to the CCCUPR.
3. The CCCUPR may waive the reimbursement requirement if the employment is terminated for reasons beyond the employee's control and found acceptable to the CCCUPR.
4. A sample relocation expenses reimbursement agreement is included herein as Appendix A.

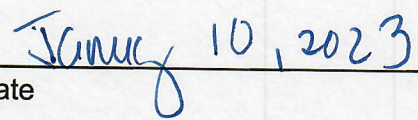
H. Interview Travel

1. Travel and lodging expenses in connection with employment interviews are authorized when necessary to acquire key personnel for employment at the CCCUPR.
2. Travel and lodging expenses are allowed to the extent authorized in a formal, written invitation to the employee candidate, as long as they do not exceed the budgeted resources available.
3. Travel and lodging expenses may be paid directly by the CCCUPR to the vendor or reimbursed to the candidate upon submission of original receipts for reasonable and necessary incurred expenses.
4. Travel expenses of spouses accompanying prospective employees are also allowed to the extent authorized in the invitation. Invitations to include spouses in travel must be approved by the Executive Director of the CCCUPR.

This Policy is approved by the Executive Director of the CCCUPR on:



Executive Director



Date

APPENDIX A

RELOCATION EXPENSES REIMBURSEMENT AGREEMENT

This Relocation Expenses Reimbursement Agreement (the "Agreement") is, made and entered into between the Comprehensive Cancer Center of the University of Puerto Rico (hereinafter, the "CCCUPR") and _____ (hereinafter, the "Employee"), as follows:

1. The CCCUPR agrees to reimburse certain relocation expenses incurred and paid by Employee, or to pay certain relocation expenses on behalf of Employee in accordance with the *Relocation Expenses Policy* attached hereto as Exhibit A up to a maximum amount of \$_____. Employee will be required to comply with the requirements of the *Relocation Expenses Policy*, including providing receipts and documentation for relocation expenses.
2. Employee agrees that in the event that his/her employment with the CCCUPR terminates during the first year following his/her effective date of employment, the employee shall repay to the CCCUPR a pro-rated amount of all funds paid to or on behalf of the employee by the CCCUPR for relocation expenses under this Agreement.
3. Employee further agrees that should any relocation expenses be paid to or on behalf of Employee by the CCCUPR as stated above, and should he/she fail to join the CCCUPR as expected, Employee will reimburse the CCCUPR for those relocation expenses in full within ten (10) days of the date Employee was expected to commence employment with the CCCUPR.
4. Employee recognizes that failure to repay the corresponding amount of relocation expenses may result in legal action against the Employee, in which case the Employee further agrees to pay all the collection costs incurred by the CCCUPR, including attorneys' fees and other charges necessary to collect the amounts due to the CCCUPR.
5. This Agreement shall be interpreted in accordance with the laws of the Commonwealth of Puerto Rico.

The parties have executed this Agreement as of the dates written below.

CCCUPR

Signature: _____

Name: _____

Date: _____

EMPLOYEE

Signature: _____

Name: _____

Date: _____