



Project Agreement

THIS AGREEMENT is made on the date last below written between the Insecticide Resistance Action Committee (IRAC) and the Party named below.

Drs: Alex Segarra and Hipolito O'Farill
University of Puerto Rico Mayaguez
College of Agricultural Sciences
Department of Crops and Agro-Environmental Sciences
Mayaguez, P.R. 00681-9010

.....
WHEREAS

IRAC wishes to collaborate and or sponsor work to be carried out as detailed below:

1. Conducting insect susceptibility surveys in Puerto Rico on *Spodoptera* and *Helicoverpa* populations.
2. Studying and measuring dispersal patterns for these two insects.
3. Conducting insecticide user surveys and technology transfer activities with end users.

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

Article 1

In this Agreement the following words and expressions have the meaning hereby assigned to them unless the context otherwise requires:

"IRAC"	means	the Insecticides Resistance Action Committee of CropLife America
"the Project Document"	means	the document entitled: Puerto Rico IRAC Funding Proposal.....
"the Project"	means	the project details in the Project Document
"the IRAC Project Leader"	means	Gary Thompson, leader of the relevant IRAC Committee/Team/Working Group or appointed representative
"the Party"	means	The University of Puerto Rico, Agricultural Experiment Station

Article 2 – Reports

The University will present to IRAC interim progress reports at 6 months interval after the start of the project and a comprehensive final report at project termination.

Article 3 – Communication

Communications written or oral (other than regarding the payment of the contribution specified in Article 4) between IRAC and The University of Puerto Rico Agricultural Experiment Station shall normally be through the IRAC Project Leader who shall keep all parties to this Agreement informed for such communications.

Article 4 – Compensation

IRAC will pay the sum of \$12,000, for the services rendered in the form of a graduate assisstanship, in three \$4000 installments:

- First installment at the start of the project which is anticipated as August 15, 2009
- Second installment in January of 2010.....
- Third installment on completion of the work and receipt of the final report which is anticipated approximately 12 months after the start.

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EQ: otros

Project Agreement

Changes in the context of the work or compensation should be agreed in writing between the IRAC Project Leader and The University of Puerto Rico, Agricultural Experiment Station, the details of which should be included as an addendum to this agreement.

IRAC anticipates this work will need to continue and is providing start-up funding only with the anticipation that the University will seek more permanent and alternate funding.

Article 5 – Results

All rights and entitlement to the information obtained by the University during work carried out including any discovery or invention shall belong jointly to IRAC and the University, except insofar as such information is already known in public domain.

University shall not disclose any of the results to third parties without prior written consent from IRAC. IRAC may publish the results of the work, but any reference by IRAC to University must have approval beforehand.

IRAC anticipates that this work will result in the preparation of a M.S. thesis, and there will be a publication submitted to the Pesticide Resistance Newsletter and/or another peer reviewed journal. The student will also be engaged in the preparation and distribution of grower education materials associated with the area-wide program.

Article 6 – Improvements

If any improvement or invention is made by University during this Agreement, patent ownership is with University with first rights of refusal offered to IRAC.

Article 7 – Circumstances beyond Control

University shall not be made responsible for failure to carry out the work in whole or in part due to circumstances whatever beyond his control. In the event of unforeseen circumstances, University retains the right to make minor changes to the programme or protocol without prior consultation with IRAC so as to allow work to progress.

Article 8 – Governing Law

This Agreement shall be governed by the Laws of the District of Columbia.

Article 9 – Arbitration

Any dispute arising out of or in connection with this Agreement shall be finally settled under the Rules Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said rules.

Article 10 – Effective Date

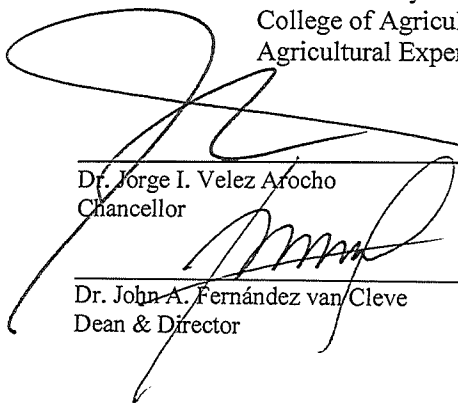
This Agreement shall come into effect upon August 15, 2009 and remain in place until September 15, 2010...

Insecticide Resistance Action Committee
(IRAC)

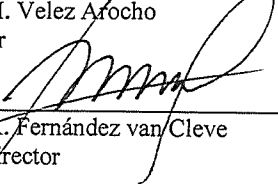
The University of Puerto Rico
College of Agricultural Sciences
Agricultural Experiment Station

Chairman

Date


Dr. Jorge I. Velez Arocho
Chancellor

July 15, 2009
Date


Dr. John A. Fernández van Cleve
Dean & Director

10-6-09
Date