MEMORANDUM OF AGREEMENT BETWEEN THE UNIVERSITY OF PUERTO RICO MAYAGUEZ CAMPUS AND THE OHIO STATE UNIVERSITY AT COLUMBUS, OHIO Research Foundation

AS THE FIRST PARTY: The University of Puerto Rico Mayagüez Campus, Mayagüez Puerto Rico, represented by its Chancellor, Dr. Stuart Ramos,

AS THE SECOND PARTY: The Board of Reagents of The Phio State University Research Formation, represented by Dr. Thomas R. Bugno,

BOTH PARTIES CONCUR

1. Whereas the First Party is interested in attaining the goals and objectives of the Science and Technology Board Addendum to project G-9303 Addendum-Extension (UPRAES Z-080 Addendum-Extension) (Copies enclosed herewith as Addendum #1) (Dr. Julio Bird -Principal Investigator (PR); Dr. David Bisaro - Principal Investigator (OH)).

2. Whereas Second Party is interested in cooperating in all aspects of the work and research prescribed in the work program of the aforementioned project (Molecular and Biological Characterization of Whitefly-Transmitted Geminiviruses for (and) the Development of Engineered Resistance).

3. Whereas both parties have the needed expertise and own lands and facilities suitable for research on whiteflies and the viruses by them transmitted.

THUS BOTH PARTIES AGREE

1. To jointly carry out the tasks contemplated in the Addendum-Extension to the G-9303 Project (as indicated in the proposal) for which they will receive yearly funding (total of four years subject to research progress report approval) determined by the project coordinator (Dr. Máximo Cerame Vivas, Science and Technology Board, Economic Development Administration, Hato Rey, Puerto Rico).



2. The Second Party will provide a professional research virologist - Molecular Geneticist (Dr. David Bisaro, Associate Professor, Plant Biology Center and Development of Molecular Genetics Director, Molecular, Cellular and Developmental Biology Program) and associates and aids as stated in the specific budget (copy of which is included). These workers will carry out investigations on sophisticated aspects of the research (DNA probes, cloning, sequencing, genetic manipulations at the molecular level, transformation, etc.) and in addition will cooperate in training and planning, supervising, and executing laboratory and field work.

3. The First Party will cover the proposed cooperative research in Ohio as indicated in the yearly budgets. The Virologist - Molecular Geneticist and his group will help in all aspects of the research which also involves Dr. Judith K. Brown, University of Arizona, Tucson. Funding will include indirect costs etc. at the rates approved by the Science and Technology Board of the Economic Development Administration (Commonwealth of Puerto Rico). The detailed Ohio budget is included with the proposal.

4. Dr. Julio Bird, Principal Investigator (PR) and Dr. David Bisaro, Principal Investigator (OH), will be the authorized representatives for their respective universities in all aspects of scientific and technical nature.

5. Dr. Máximo Cerame Vivas, Executive Coordinator, Science and Technology Board, will be the authorized representative for business matters and will have the first word on purchases of equipment and costly materials (\$100.00 or more) and will authorized transfer of funds from one item to another.

6. Starting date for the aforementioned project is January¹1, 1996.

7. The Second Party shall furnish reports at such times and in such form as the University of Puerto Rico Mayagüez Campus and the Science and Technology Board (represented by the Executive Coordinator) may reasonably request.

8. The book of accounting, files, and other records of the Second Party, related to the project should be available for inspection review and audit. Records should be kept at least for six (6) years.

9. This agreement may be terminated by either party sixty (60) days after written notice to the other.

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10. The period of performance under this agreement is specified as January 1, 1996 through December 31, 2000.

11. The First Party and the Science and Technology Board Executive Coordinator will make provisions so that the funds pertaining to the Ohio effort are transferred to the Second Party on a semi-annual basis (April 1 and October 1) to expedite financial transactions. The Ohio State University will buil the Kniversity of Puerto Rico Mayaguez Campus with corresponding invoices also remitting Dr. Bisaro's research progress report (a joint report will be prepared and submitted every six (6) months by the Principal Investigators (AZ, PR, OH)).

12. NON DISCRIMINATION POLICY- The parties agree to be bound by applicable State and Federal rules governing equal employment opportunity and non discrimination.

Signed at Columbus, Ohio, and Mayagüez, Puerto Rico at the dates shown below.

The Ohio State University Kes CARCH To TOATION University of Puerto Rico Board of Reagents (Second Party) ous (First Party) Ma/agüez C Dr. Thomas Dr. Stuart Ramos Bueno offer of Chancellor Program-Officer Gransand ContractsManagement James - 200 Title <u>Decuciaise Directo:</u> The Unic State University Title Esserie Soundation Date Dale Approved: John Femandez Van Cleve ind Director Dean 20