

MEMORANDUM OF AGREEMENT

BETWEEN

**THE UNIVERSITY OF PUERTO RICO
MAYAGUEZ CAMPUS**

AND

**THE UNIVERSITY OF FLORIDA, GAINSVILLE
INSTITUTE FOOD AND AGRICULTURAL SCIENCES**

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

AS THE SECOND PARTY: The University of Florida, Institute of Food and Agricultural Sciences, represented by its Associate Director of University Research, Sandra Goldstein

BOTH PARTIES CONCUR

Handwritten initials and signature

WHEREAS: The Agricultural Experiment Station of the University of Puerto Rico is interested in establishing cooperative research efforts with the University of Florida, Institute of Food and Agricultural Sciences, to develop novel management approaches for insect pests of crops grown in both areas, and

WHEREAS: The University of Florida, Institute of Food Agricultural Sciences, is also interested in establishing cooperative research efforts with the University of Puerto Rico, Mayagüez Campus, and to conduct a research project in Puerto Rico for the management of the diamondback moth on cabbage.

THUS BOTH PARTIES AGREE

1. To enter into a two-year contract in which the Agricultural Experiment Station of the University of Puerto Rico, Mayaguez Campus, will provide facilities for the graduate student, Mr. Richard Pluke, a Ph.D. candidate under the supervision of Dr. Gary L. Leibee, Associate Professor and Entomologist, at the University of Florida. A thirty-day written notification will be necessary, prior to the commencement of second year, for any amendment to the contract herein signed.
2. The Agricultural Experiment Station shall make available an office space for Mr. Richard Pluke and provide an area of up to 2000 square meter per year for his field experiments on diamondback moth management with egg parasitoids.

Post-It® Fax Note	7671	Date	2/28/01	# of pages	1
To	Marta Rodriguez	From	Yolanda		
Co./Dept.		Co.			
Phone #		Phone #	767-9705	Ext 2588	
Fax #	834-2031	Fax #			

3. The University of Florida, Institute of Food and Agricultural Sciences shall:
 - a) Pay the Agricultural Experiment Station up to \$2,500.00 per field experiment not to exceed a total dollar amount of \$10,000.00 for the term of the contract. This includes materials and labor normally required for a field experiment. It does not include any specialized equipment that may be required.
4. The Agricultural Experiment Station is not responsible for any other cost associated with the objectives of the research project or the student's expenses.
5. The contracted party certifies and guarantees that at the time of the signing of this Contract he has paid the contributions for Unemployment, Temporary Handicap Insurances and Social Security for Chauffeurs (which may apply); or is currently in compliance with the terms and conditions of a payment plan. The contracted party specifically understands that this is an essential condition to the present contract and that if the above certification is incorrect in all or in part, such will be sufficient cause for the annulment of said contract on the part of the contractor, with no remuneration to the contracted party and that the latter will be responsible for restoring to the contractor any monies received under the terms of this contract.
6. The contracted party certifies and guarantees that at the time of the signing of this Contract he has filed and paid his income taxes over the course of the five (5) years preceding the date of this contract and that he owes no income tax debt either to the Commonwealth of Puerto Rico or the United States of America, or that a repayment plan has been established or such debt as there may be and that the contracted party is currently in compliance with the terms and conditions of said plan. The contracted party specifically understands that this is an essential condition to the present contract and that if the above certification is incorrect in all or in part, such will be sufficient cause for the annulment of said contract on the part of the contractor, with no remuneration to the contracted party and that the latter will be responsible for restoring to the contractor any monies received under the terms of this contract.
7. The hired party recognizes that in carrying out his/her duty, he/she has the responsibility of complete loyalty towards the agency, which means having no adverse interests with the government agency. Adverse interests include the representation of clients who have or may have conflicting interests with the contractual party. This responsibility, also, includes the continued obligation of

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keeping the agency informed about all circumstances related to clients or third persons and any interest that may influence the agency at the moment of executing the contract or during its term.

The hired party incurs in conflicting interests when, on behalf of a client it is his/her duty to promote something which he/she should oppose to in compliance with fulfillment of his/her obligations to a prior, present or potential client. The hired party also incurs in conflicting interests when his/her behavior described as such in the ethical standards normally applicable to his/her behavior profession, or in the laws or regulations of the Commonwealth of Puerto Rico.


- 7. The Agreement herein may be terminated by either party upon a thirty-day written notice, but enough additional time will be permitted for the University of Florida, IFAS, to complete any ongoing field experiment.
- 8. The research under this agreement shall be performed during the period of November 1, 2000, to July 31, 2002, but it could continue under mutual agreement under the terms and conditions of subsequent contracts if the field work has not been completed. The Agreement will become effective when signed by both parties.

Signed at Mayagüez, Puerto Rico, on this date _____

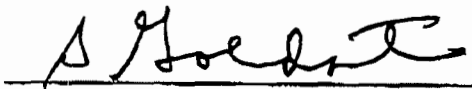
RECOMMENDED:



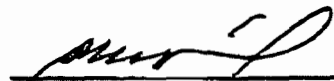
 Dr. Gustavo Martínez Rodríguez
 Subdirector for Research
 Agricultural Experiment Station



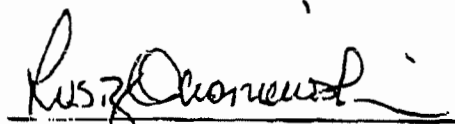
 Dr. Fernando Gallardo Covas
 Associate Dean & Deputy Director
 Agricultural Experiment Station



 Sandra Goldstein
 Associate Director of University Research
 University of Florida



 Dr. Rafael F. Dávila López
 Dean & Director
 College of Agricultural Sciences



 Rusty Okniewski, Interim Director
 IFAS Sponsored Programs
 University of Florida

 Dr. Zulma Toro Ramos
 Chancellor
 University of Puerto Rico
 Mayagüez Campus