


**MEMORANDUM OF AGREEMENT  
BETWEEN  
PUERTO RICO DEPARTMENT OF AGRICULTURE  
AND  
UNIVERSITY OF PUERTO RICO MAYAGUEZ CAMPUS  
FOR CERTIFICATION OF RESTRICTED USE PESTICIDE APPLICATORS**

This memorandum has been prepared as a basis for maintaining harmonious relationships and coordinated effort between the University of Puerto Rico Cooperative Extension Service and the Puerto Rico Department of Agriculture Agrological Laboratory, where needed in activities relating to the proper, safe, and legal use of pesticides in the Commonwealth of Puerto Rico and with regard to FIFRA as amended in 1972, and the Puerto Rico Pesticide Law and Regulations.

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- I. The University of Puerto Rico Cooperative Extension Service agrees to provide adequate training and comprehensive examinations for certification and recertification of private applicators in the use of Restricted Use Pesticides, in accordance with the minimum required standards of competence, specified in Rules and Regulations as they appear in Title 40, Chapter I, Part 171 of the Code of Federal Regulations and all applicable Puerto Rico Pesticide Laws, Rules and Regulations as well as any other applicable federal and state Laws, Rules and Regulations promulgated at the time the training is provided.
  - II. The University of Puerto Rico Cooperative Extension Service and the Puerto Rico Department of Agriculture Agrological Laboratory agree to form part of a Certification Committee which shall evaluate existing training, updating/revising existing training and testing materials and/or developing, and/or developing new training, testing materials, and examination procedures and techniques when needed, evaluate and recommend credits for continued education courses, in order to fulfill the purposes of the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA), and the applicable Puerto Rico Pesticide Laws, Rules and Regulations; formal evaluations shall take place twice per fiscal year.
  - III. The University of Puerto Rico Cooperative Extension Service agrees to prepare and update all pesticide training manuals and other training material to be used by potential candidates in preparation for certification and/or recertification, and submit same to the Department of Planning and Natural Resources Division of Environmental Protection for their review, approval and retention.

- IV. The University of Puerto Rico Cooperative Extension Service agrees to, regularly, supply the Puerto Rico Department of Agriculture Agrological Laboratory with a list of applicants which have been certified as competent, and which may be certified as restricted use pesticide applicators.
- V. The University of Puerto Rico Cooperative Extension Service shall keep records relating to the Restricted Use Pesticide Certification Program. Said records are to be made available to the Puerto Rico Department of Agriculture Agrological Laboratory upon their request. The Agrological Laboratory will issue credentials and maintain records of certified private and commercial applicators.

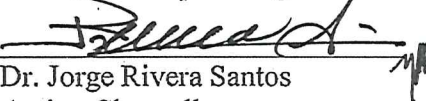
IMPLEMENTATION OF THE AGREEMENT

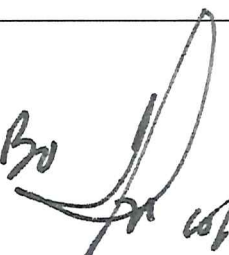
The Puerto Rico Department of Agriculture will enter into a contract with the University of Puerto Rico Mayaguez Campus to fund activities pursuant to the basis of this memorandum. It is recognized that the activities undertaken will be carried out to the extent of limitations imposed by currently available funding.

Wherever possible both agencies will work together to seek new source of funds to implement the expanded educational programs needed to fulfill the tasks facing Puerto Rico in complying with State and Federal regulations.

A staff member of the University of Puerto Rico Cooperative Extension Service and a staff member of the Puerto Rico Department of Agriculture Agrological Laboratory will serve in a liaison capacity between the two agencies.

Signed \_\_\_\_\_ Date \_\_\_\_\_  
 Hon. Javier Rivera Aquino  
 Secretary  
 Puerto Rico Dept. of Agriculture

Signed  \_\_\_\_\_ Date \_\_\_\_\_  
 Dr. Jorge Rivera Santos  
 Acting Chancellor  
 University of Puerto Rico  
 Mayaguez Campus

*UoBo*  
  
 10/17/14

In concurrence with this agreement:

\_\_\_\_\_  
 Dore LaPosta, Director  
 Division of Enforcement and Compliance Assistance  
 US EPA Region 2  
 290 Broadway  
 New York, New York

## Addendum

### University of Puerto Rico - Contractual Clauses

1. The two parties state that in their practices and proceedings there will be no discrimination on the basis of sex, race, color, place or date of birth, national origin, social status, physical or mental handicap, political or religious beliefs, or status as a military veteran.
2. The two parties are committed to maintaining records of all reports, timesheets for jobs or assistantships, and all other documents related to the services discussed in this Agreement, in order that they be available for examination or copying by the Office of Internal Auditors of the University of Puerto Rico, by a firm of outside auditors hired by the University of Puerto Rico, or by the Office of the Comptroller of Puerto Rico in its auditing of the University of Puerto Rico. Audits will be carried out at reasonable times during the course of the services or after their completion, in accordance with generally recognized auditing practices. Said documents will be kept for a period of no less than six (6) years or until the Office of the Comptroller of Puerto Rico has made its investigation, whichever occurs first.
3. Each of the parties consents to exempt and exonerate the other party from responsibility in the case of any judicial or extrajudicial claim, and to provide indemnization for damages and/or mental or moral anguish that may be suffered by any person or legal entity, when said damages are alleged to have been caused by the negligent, reckless, and/or culpable actions, conduct, or omissions of each party, its agents or employees, when such damages shall have occurred totally or partially during the realization of this Agreement.
4. THE DEPARTMENT OF AGRICULTURE shall not use the name of the University of Puerto Rico, its initials UPR, its stamp, logos, seal, or any other identifying emblem or symbol distinctive of the Institution, for any matter related to the activities that are object of this agreement, without express and written authorization by the University of Puerto Rico.
5. THE DEPARTMENT OF AGRICULTURE certifies and guarantees that during the performance of this agreement it will comply with the Executive Order 1 1246 of September 24, 1965, Subpart B, Section 202 (41 CFR 60-1.4); the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (41 CFR 60-250.5); the Rehabilitation Act of 1973, Section 503 (41 CFR 60-741.5), all as amended, and any other appliance rules and regulations of the Office of Federal Contract Compliance Programs (OFCCP). DEPARTMENT OF AGRICULTURE is therefore deemed to have complied with these regulations, Department of Agriculture otherwise exempted


under the rules, regulations and orders of the Secretary of Labor. THE DEPARTMENT OF AGRICULTURE recognizes that the absence of truth in this statement will constitute sufficient cause for the University of Puerto Rico first to cancel, terminate or suspend, in whole or in part, this agreement and that THE DEPARTMENT OF AGRICULTURE may be declare ineligible for further agreements with the University of Puerto Rico. THE DEPARTMENT OF AGRICULTURE also certifies that it has a valid Assurance of Compliance on file.

DEPARTMENT OF AGRICULTURE

UPR-Mayaguez Campus

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Hon. Javier Rivera Aquino  
Secretary



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Dr. Jorge Rivera Santos  
Acting Chancellor



4/17/14

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Dr. Hector L. Santiago Anadón  
Dean and Director  
College of Agricultural Sciences