

COOPERATIVE RESEARCH AGREEMENT

THIS AGREEMENT, made this 27 day of October, 2005 by and between the **UNIVERSITY OF GUAM**, hereinafter referred to as **UNIVERSITY**, and the University of Puerto Rico hereinafter referred to as **CONTRACTORS**.

WHEREAS, the **UNIVERSITY**, is responsible for a research project under Cooperative Agreement No. _____ and as may be amended during the term of this agreement with the U.S. Department of Agriculture; and

WHEREAS, the **UNIVERSITY** desires to engage the **CONTRACTORS** for the performance of certain services related to the Developing Resident Instruction in Food and Agriculture Related Sciences at Land Grant Institutions in the Pacific and Caribbean Islands.

NOW, THEREFORE, the **CONTRACTORS** hereby agree to perform such services as are hereinafter set forth, and the **UNIVERSITY** hereby agrees to pay the **CONTRACTORS** such amounts as are hereafter specified, all upon the following terms and conditions.

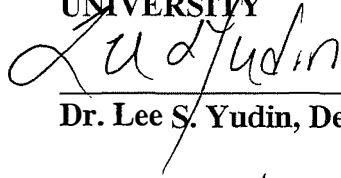
1. **SCOPE OF WORK**
 - a. Enhance courses of study and degree programs, curricula, and instructional materials and technology.
 - b. Develop and use of alternative methods of delivering instruction.
2. **PAYMENT** The total fee to be paid the **CONTRACTORS** for the services rendered under this agreement shall be Twenty Eight Thousand Five Hundred and Ninety Five Dollars (\$28,595) for Year 1; and Twenty Eight Thousand Nine Hundred and Five Dollars (\$28,905) for Year 2; including all applicable taxes and shall not exceed \$57,500.00 for the full term of the contract.
3. **PAYMENT PROCEDURE** Upon completion of the services or at any other times as may be agreed to by the **UNIVERSITY**, the **CONTRACTORS** shall be paid upon submission of an original and two copies of a certified invoice or statement for payment signed by the **CONTRACTORS**.
4. **TERM** This agreement is for a term of two (2) years commencing from 09/15/2005 to 09/14/2007, contingent upon availability of funds, renewable at the option of the **UNIVERSITY** upon 30 days advance written notice to renew under the same terms and conditions.
5. **SOURCE OF FUNDS** Funds for payment to the **CONTRACTORS** shall be provided from the following source: Grant Number _____ of Cooperative Research, Education and

Extension Service, U.S. Department of Agriculture and as amended during the terms of this agreement.

6. **TERMINATION** Either Party may terminate this contract at any time upon giving the other party sixty (60) days advance written notice.
7. **CHANGES** Any extension to the contract, additions, amendments, extras, substitutions, changes or alterations shall be authorized or approved by the **UNIVERSITY** before being incurred and the same shall be evidenced by a written change order issued by the **UNIVERSITY** authorizing the performance thereof. Additional charges for such changes, if any, shall be billed separately from the basis charges.
8. **IDEMNIFICATION** The **CONTRACTORS** shall indemnify, defend and hold harmless the **UNIVERSITY** for bodily injury and personal property damage resulting directly from **CONTRACTORS'** performance or nonperformance of its duties under this agreement.
9. **CERTIFICATION REGARDING LOBBYING** Since this subcontract is supported from funds under Prime Contract Number _____ and as may be amended during the term of this agreement from the U.S. Department of Agriculture to the **UNIVERSITY**, it is subject to Federal regulations.
10. **CHOICE OF LAWS** It is mutually agreed and covenanted by and between the parties hereto that in this contract any litigation arising hereunder shall be governed and determined by the laws of **GUAM**.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of this day and year first above written.

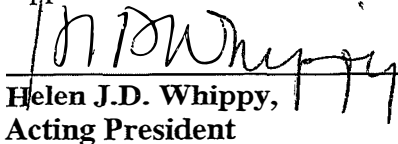
UNIVERSITY



Dr. Lee S. Yudin, Dean/Director

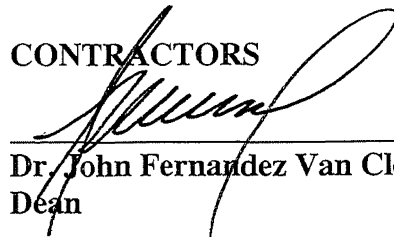
Date: 10/27/05

Approved:


Helen J.D. Whippy,
Acting President

Date: 10/27/05

CONTRACTORS



Dr. John Fernandez Van Cleve
Dean

Date: 11-3-2005

Approved:

Date: _____

Victorina M.Y. Renacia

**Victorina M.Y. Renacia,
University Legal Counsel**

Date: 10/25/05

Certified:

Francisca Tomboc, CNAS Accountant

Account No. _____