

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**THE UNIVERSITY OF PUERTO RICO  
AGRICULTURAL EXPERIMENT STATION**

**AND**

**MICHIGAN STATE UNIVERSITY**

---

**AS THE FIRST PARTY:** The University of Puerto Rico, Mayaguez Campus, Agricultural Experiment Station, represented by its Acting Chancellor, Prof. Lucas N. Avilés Rodríguez in the exercise of the duties and powers conferred upon him by the Law of the University of Puerto Rico, approved on January 20, 1966, denominated as the FIRST PARTY.

**AS THE SECOND PARTY:** MICHIGAN STATE UNIVERSTISITY represented by JAMES D. KELLY denominated as the SECOND PARTY.

**BOTH PARTIES CONCUR**

1. Whereas, the SECOND PARTY is interested in establishing a dry bean winter nursery in Puerto Rico.
2. Whereas, the first party as a member of Western Regional Hatch Project W-2150 is interested in cooperating with other bean breeding programs in the United States.
3. Whereas, the first party owns land and facilities suitable for research on dry beans during the winter months, and can cooperate in such a project.

**THUS BOTH PARTIES AGREE**

1. The first party shall:
  - a. Make available an area of land suitable for establishing a dry bean winter nursery as set forth in this agreement.

- b. Provide labor, farm equipment and other facilities for land preparation, planting, cultivation, irrigation, pest control and harvesting.
- c. Provide a professional researcher who will cooperate in planning and supervising the fieldwork.

2. The shall:

- a. Package the seed to be planted in each plot in separate open-ended coin envelopes.
- b. Make arrangements for the seed to arrive in Puerto Rico no later than January 1, 2014.
- c. Pay a fee to support field activities at the rate of \$5.00 for 3.0 or 1.0 m row-lengths planted and an additional fee of \$5.00 for each row harvested.
- d. Pay for all shipping costs of bean seed.

### **TERMS AND CONDITIONS**

1. This agreement shall be in effect from January 1, 2014 until December 31, 2014.
2. The payment for these services will be deposit in Project Z-038 account number \_\_\_\_\_.
3. This contract can be terminated in agreement of both parts as permitted by the University Laws and Rules and General Regulations of the University of Puerto Rico. Either party may cancel this cooperative agreement provided the canceling party gives a sixty (60) day notice to the other party before the cancellation date. Also, THE FIRST PARTY could immediately cancel the agreement without previous notice when the hired party incurs in negligence, unfulfillment, or violation of any condition in the contract.
4. The SECOND PARTY recognizes and agrees that in carrying out his/her duties, 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 FIRST PARTY. This responsibility, also, includes the continued obligation of keeping the agency informed about all

circumstances related to clients of third persons and any interest that may influence the agency at the moment of executing this contract or during its duration.

5. The SECOND PARTY certifies and guarantees that at the time of the signing of this contract he/she has filed and paid his/her income taxes over the course of the five (5) years preceding the date of this contract and that he/she 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 for such debt as there may be and that the contracted party is currently in compliance with the terms and conditions of said plan. The SECOND PARTY specifically understands that this is an essential condition to the present Agreement and that if the above certification is incorrect in all or in part, such will be sufficient cause for the annulment of said Agreement.
6. GOVERNMENTAL ETHICS LAW CLAUSE. THE UNIVERSITY OF PUERTO RICO AT MAYAGUEZ certifies and guarantees that in fulfillment of the requirements of the Governmental Ethics, it has provided the SECOND PARTY a copy of Law No. 1 of January 3, 2012, better known as the Governmental Ethics Law. In the same way SECOND PARTY certifies receiving in the granting of this agreement, copy of the above mentioned law.
7. PECUNIARY INTEREST CLAUSE. THE UNIVERSITY OF PUERTO RICO AT MAYAGUEZ points out that no employee or personnel of the SECOND PARTY has a direct or indirect pecuniary interest in the granting of this agreement in accordance with Law No. 1 of January 3, 2012, known as Governmental Ethics Law. In the same way the functionary that represents the SECOND PARTY this act does not have any pecuniary interest in its accomplishment.
8. MANAGEMENT OF STATE FUNDS CLAUSE. THE SECOND PARTY certifies that he/she has not been convicted for any crime or violation of law against the national treasury, legal authority, or regarding state or federal government funds or property pursuant to the terms stated in Puerto Rico public Law 458 of December 28, 2000. This condition is essential for granting the present contract, if the preceding turns out to be incorrect; in whole or in part, it shall be sufficient cause for THE FIRST PARTY to cancel it unilaterally.
9. This contract will be rescinded if during its execution the SECOND PARTY is found guilty for any violation of law against the national treasury, legal authority, or regarding state of federal government funds or property.
10. RETENTION CLAUSE ON ORIGIN ON PAYMENTS FOR SERVICES RENDERED BY CORPORATIONS, SOCIETIES, OR INDIVIDUALS ACCORDING TO SECTION 143 C OF THE NEW INCOME TAX LAW. Since

no honorarium is going to be paid, no retention or reduction will be made to THE SECOND PARTY for Social Security payment, income tax or any other concept.

11. CLAUSE ON TAXES FOR UNEMPLOYMENT, TEMPORAL DISABILITY AND CHAUFFEUR'S SOCIAL SECURITY INSURANCES THE SECOND PARTY certifies and guarantees that at the moment this agreement is subscribed, he has paid the taxes for unemployment, temporal disability and chauffeur's social security insurances (whichever applies) or that has a payment plan to which terms and conditions he is complying with. It is expressly recognized that this is an essential condition of the present agreement, and if any inaccuracy arises from the aforementioned certification, it will be sufficient cause for THE FIRST PARTY to leave it without effect.
12. CLAUSE OF CONSERVATION OF DOCUMENTS RELATED TO DISBURSEMENTS FOR AUDITING PURPOSES, THE SECOND PARTY agrees to keep reports, working and assistance sheets, and other documents related with services object of this agreement, so they can be audited or copied by the Office of Internal Auditors of the University, by the external audit firm hired by THE UNIVERSITY OF PUEERTO RICO. The audits will be made in reasonable dates during the course of the services or after rendering the same according to audit practices generally known. Such documents will be kept for a period no less than six (6) years or until an investigation by the Office of the Controller of Puerto Rico is made, whichever comes first.
13. NO DISCRIMINATION CLAUSE, Both parties agree that there will be no discrimination by reason of age, sex, race, color, birth, origin or social condition, physical or mental impairment, political or religious belief or veteran status in employment, contracting, and subcontracting practices.
14. DECLARATION OF NOT RECEIVING PAYMENT OR COMPENSATION FOR PERSONAL SERVICES RENDERED TO ANOTHER AGENCY. THE SECOND PARTY certifies that does not hold a regular or trusted position in any of the instrumentalities of the Commonwealth of Puerto Rico and that does not receive payment or compensation for regular services rendered under appointment or professional services contract with any organism of the Commonwealth of Puerto Rico, except in those cases authorized by law. If the contractor certifies that he has a contract with another organism or municipality of the Commonwealth of Puerto Rico, he guarantees that there is no incompatibility between both contracts.
15. RELEASE CLAUSE THE SECOND PARTY will be responsible in any judicial and/or extra-judicial claim and responsible to provide indemnity for damages and harm and/or mental, or moral anguish that any national or juridical person could suffer or allege to suffer where damages or harm are allegedly being caused by actions or negligent omissions, careless and/or culpable of the


contractor, its agents, or employees where such damages and harm have occurred total or partially during the realization of the services or job, exonerating and releasing THE FIRST PARTY of all responsibilities.

16. CHILD SUPPORT CLAUSE: The SECOND PARTY guarantees that, at the time of signing this agreement; he is up to date in child support payments or is under a payment plan, that is being fully complied with. If the SECOND PARTY doesn't have the obligation to pay child support, also guarantees. This condition is essential for granting the present agreement and if the preceding turns out to be incorrect, in whole or in part, it shall be sufficient cause for the First Party to cancel it unilaterally.
17. The rights, prerogatives, laws, and policies which apply to regular employees of the University do not apply to the SECOND PARTY. Both parties voluntarily agree that under the terms of this agreement they are not establishing an employer/employee relationship, nor do those who work with the SECOND PARTY, which does not entitle them to claim vacation, sick leave, retirement, Christmas bonus, professional responsibility policy, nor Federal Social Security benefits.
18. COMPLIANCE WITH THE EQUAL OPPORTUNITY CLAUSE PURCHASE ORDERS/CONTRACTS : The SECOND PARTY certifies and guarantees that during the performance of this agreement it will comply with the Executive Order 11246 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 applicable rules and regulations of the Office of Federal Contract Compliance Programs (OFCCP). THE SECOND PARTY is therefore deemed to have complied with these regulations, unless otherwise exempted under the rules, regulations and orders of the Secretary of Labor. THE SECOND PARTY recognizes that the absence of truth in this statement will constitute sufficient cause for the FIRST PARTY to cancel, terminate or suspend, in whole or in part, this agreement.
19. THE SECOND PARTY will not use the name of the University of Puerto Rico, its abbreviation UPR or UPRM, stamps, logo or whatever symbol the institution uses for whatever subject related to the services it provides, without the expressed written authorization of THE UPRM.
20. LAW 127 OF MAY 31, 2004 CLAUSE. No service shall be rendered or received based on the terms of this agreement until it is presented for registry in the Office of the Controller of the Commonwealth of Puerto Rico according to Law No. 18, dated October 30, 1975.


We, the parties, certify with our signatures that we have read and understood the terms herewith stipulated and fully accept all its clauses. Whereby we agree to meet and fully satisfy all the clauses indicated above by placing our initials on the left side margin of every page and by doing so this contract can legally be considered for its immediate effect.

In Mayagüez, Puerto Rico on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

**Recommended by:**

  
\_\_\_\_\_  
Gladys M. Gonzalez Martinez, Ph.D.  
Dean and Director

Approved by:

  
\_\_\_\_\_  
Lucas N. Aviles Rodriguez  
First Party

\_\_\_\_\_  
Second Party



James D. Kelly,  
University Distinguished Professor  
Plant, Soil Microbial Sciences Dept  
Michigan State University

DATE: December 10, 2013