

AGREEMENT NUMBER IP-008/Haiti

Between

UNIVERSITY OF PUERTO RICO

And

THE INTER-AMERICAN INSTITUTE FOR COOPERATION ON AGRICULTURE (IICA)

THIS AGREEMENT is between the University of Puerto Rico, Mayaguez Campus, a nonprofit educational institution located in Mayaguez, Puerto Rico, hereafter referred to as "UPR" and the The Inter-American Institute for Cooperation on Agriculture, a not-for-profit institution hereafter referred to as "SUBCONTRACTOR" located in Port au Prince, Haiti, and

WHEREAS, SUBCONTRACTOR agrees to participate in the project as set forth in this Agreement for the consideration stated herein.

NOW THEREFORE, the parties mutually agree to the following terms:

ARTICLE I - STATEMENT OF WORK

The Statement of Work is included as Attachment A and is hereby made a part of this Agreement.

ARTICLE II - PERIOD OF PERFORMANCE

The total period of performance under this Agreement will be from October 1, 2000 through September 30, 2001.

ARTICLE III - COMPENSATION

The UPR will provide funds to SUBCONTRACTOR in an amount not to exceed six thousand U.S. Dollars (US \$6,000) for the complete performance of work required in this Agreement. The budget is included as Attachment B and is hereby made a part of this Agreement.

ARTICLE IV - ALLOWABLE COSTS AND PAYMENT

- A. UPR will pay US \$1,500 of the amount specified in Article III to SUBCONTRACTOR upon receipt of quarterly reports and an acceptable final report by the Inter-American Institute for Cooperation on Agriculture.

SUBCONTRACTOR will submit Invoices to UPR requesting these payments and will include the following on the Invoices:

1. Subcontractor name
2. Agreement number IP-008/Haiti
3. Project title: Improvement of bean production through
breeding for multiple disease resistance
4. Amount requested and brief description of the deliverables submitted with the request

Costs will be considered appropriate to this Agreement provided that:

- (1) the total of such costs does not exceed the total amount set forth in Article III.
 - (2) such costs are allowable according to the terms of this Agreement.
 - (3) such costs are incurred in accordance with SUBCONTRACTOR's established policies and procedures provided such policies and procedures promote the best interest of the project conducted under this Agreement.
- B. Invoices and other subcontract deliverables should be mailed to the following address:

James S. Beaver
Department of Agronomy and Soils
University of Puerto Rico
P.O. Box 9030
Mayaguez, Puerto Rico 00681-9030

ARTICLE V - LIABILITY

Each party to this Agreement must seek its own legal representative and bear its own costs, including judgments, in any litigation which may arise from performance of this Agreement. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

ARTICLE VI - ENTIRE AGREEMENT

It is expressly agreed by the parties hereto that for the work hereunder, this Agreement constitutes the entire and only Agreement between the parties.

ARTICLE VII - TERMINATION

Either party may terminate this Agreement for convenience by delivery of prior written notice to the other party specifying the effective date of termination. Upon receipt of such a notice, SUBCONTRACTOR will make no further commitments under the Agreement and will take all reasonable actions to cancel outstanding obligations.

Upon appropriate billing, documentation and delivery of materials completed or in process as of the date of termination, SUBCONTRACTOR will be reimbursed by UPR for all expenditures incurred by SUBCONTRACTOR as documented in SUBCONTRACTOR'S final billing, or termination settlement proposal, less any amounts previously paid. SUBCONTRACTOR'S final billing/termination settlement proposal must be submitted to UPR within ninety (90) days of the effective date of termination. Allowable costs will be determined in accordance with the appropriate Federal Acquisition Regulation (FAR) Subpart 31 provisions in effect on the date of this Agreement. Any funds paid to SUBCONTRACTOR in excess of the costs incurred as of the effective date of termination will be refunded to UPR within 120 days of the date of termination.

ARTICLE VIII - DISPUTES

Except as otherwise provided in this agreement, all claims, counter-claims, disputes and other matters in question between UPR and SUBCONTRACTOR arising out of or relating to this agreement or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or by procedures jointly agreed upon by UPR and SUBCONTRACTOR.

ARTICLE IX - AMENDMENTS

All mutually agreed upon changes to this Agreement must be processed through the Dean and Director of the College of Agricultural Sciences of the University of Puerto Rico, Mayaguez Campus at the following address:

Dr. Rafael Dávila
Dean and Director
College of Agricultural Sciences
University of Puerto Rico
Mayaguez, Puerto Rico 00681

ARTICLE X - PARTIAL INVALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance, will to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such provision to persons or circumstances other than those to which it is invalid or unenforceable will be unaffected thereby and each provision of the Agreement will be valid and enforceable to the fullest extent permitted by law.

ARTICLE XI - PRINCIPAL INVESTIGATORS

The principal investigator of this project for UPR is Dr. James S. Beaver. The principal investigator of this project for SUBCONTRACTOR is Mr. Emmanuel Prophete. The principal investigators are not authorized to change any element of this Agreement unless consummated by formal written amendment.

If Mr. Emmanuel Prophete ceases to serve as principal investigator of this project for SUBCONTRACTOR, the decision as to continuance of this Agreement will be made by UPR on the basis of information supplied by SUBCONTRACTOR.

ARTICLE XII - HUMAN SUBJECTS

The SUBCONTRACTOR agrees that in gathering data from human subjects for research under this Agreement, it will:

1. Obtain the informed consent of the subjects to participate before gathering data. That consent must include explaining to the subjects that their participation is voluntary and that they may end their participation at any stage of the survey.
2. Hold the data from the subjects in confidence and use the data in a way such that individual subjects cannot be matched with the data they provided either through the use of their names or through other identifiers.

ARTICLE XIII - PUBLICATIONS

SUBCONTRACTOR is free to publish reports or results of the research being performed under this Agreement. Thirty (30) days prior to such publication, however, the SUBCONTRACTOR will submit to UPR's principal investigator a copy of the proposed publication.

UPR will take responsibility for publication and distribution of the final results of this project. Any royalties that are received as a result of publications related to the final results, will be shared on a negotiated basis.

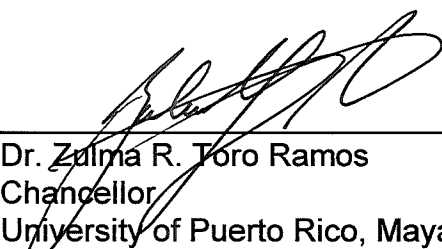
ARTICLE XIV - COMPLIANCE WITH LAWS

SUBCONTRACTOR agrees to comply with all laws, statues, regulations, rulings or enactments of any Governmental authority that are applicable to the work described in Article I of this Agreement or which in any way pertain to said work.


ARTICLE XV - GENERAL PROVISIONS

This Agreement is made under a contract awarded to UPR and all applicable requirements, regulations and provisions of UPR's contract as listed in Attachment C, are hereby incorporated by reference.

IN WITNESS THEREOF, the University of Puerto Rico and the Inter-American Institute for Cooperation on Agriculture have executed this Agreement.



Dr. Zulma R. Toro Ramos
Chancellor
University of Puerto Rico, Mayaguez



Mr. Alfredo Mena
IICA Representative in Haiti

Date

12/21/00

Date



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

12-01-00

Date

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