

REGISTRO DE CONTRATOS
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MEMORANDUM OF UNDERSTANDING
Between
UNIVERSITY OF PUERTO RICO- MAYAGÜEZ CAMPUS
And
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
PLANT PROTECTION AND QUARANTINE

Article 1 – Purpose

This Memorandum of Understanding (MOU) is made between the University of Puerto Rico-Mayagüez and the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Plant Protection and Quarantine (PPQ), hereinafter referred to as APHIS (collectively referred to as the “Parties”).

The basic mission of APHIS-PPQ is to safeguard agriculture and natural resources from the entry, establishment, or spread of harmful plant pests, diseases, and noxious weeds. This MOU provides for cooperative participation between the Parties to select activities of mutual benefit including, but not limited to, developing collaborative efforts to provide education on the science, regulatory framework, and program activities that form the basis of this mission.

Article 2 – Background

Plant Protection and Quarantine (PPQ) is a unit of the Animal and Plant Health Inspection Service (APHIS) that is committed to safeguarding agriculture and natural resources from the entry, establishment, or spread of harmful plant pests, diseases, and noxious weeds. PPQ serves to allow legitimate international and interstate trade in plants and plant products, while preventing the introduction of foreign plant pests. For new plant pest introductions, PPQ works to eradicate, suppress, or contain pests in cooperation with industry, state departments of agriculture, and other government agencies. This work requires an in-depth understanding of the biology of plant pests and diseases, control methods, and the regulatory environment.

In order to continue to fulfill this mission in the future and actively address workforce trends and needs, APHIS seeks to form collaborations to increase and strengthen its communications with the life sciences community. APHIS seeks to increase education and outreach activities by partnering with educational institutions to develop a curriculum that will provide students with scientific and operational knowledge of the activities of the agency.

Article 3 – Authorities

APHIS is authorized by the Plant Protection Act, Sec. 431(a), Public Law 106-224, to cooperate with other Federal agencies, the governments of foreign countries, international organizations or associations, states and their political subdivisions, farmer’s associations and similar organizations, and other persons to detect, eradicate, suppress, control, and prevent or retard the spread of plant pests and diseases.

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Article 4 – Objectives

The ultimate objective of the MOU between APHIS and the University of Puerto Rico-Mayagüez is to improve safeguarding and knowledge of United States plant resources, and to continue to protect agriculture and ecosystems of the United States from pests and other related threats.

Increasing development of education and outreach activities is one method that APHIS is using to accomplish this objective. APHIS-PPQ is developing partnerships with educational institutions to offer a curriculum hereafter referred to as the “Plant Biosecurity Curriculum (PBC).” The goal of the PBC is to educate students in the fundamental science and the regulatory knowledge used by APHIS, provide opportunities for student work experience, and to use this program to recruit knowledgeable employees into the agency.

Features of the PBC may include, but are not limited to:

- a. Joint development of the structure of the PBC with each cooperating institution, with input from both Parties on curriculum design and subject matter. APHIS will provide curriculum subject matter and expertise based on the interests of the cooperating institution.
- b. Curriculum subjects may include, but are not limited to:
 - International and domestic legislation related to safeguarding agricultural resources
 - Agricultural organizations and programs involved in safeguarding activities
 - Biology, taxonomy, and control of invasive plant pests, diseases, and weeds
 - Ecosystems and diversity affected by invasive species
 - Pest surveillance methods and technologies
 - Pest diagnostic methods and technologies
 - Management and eradication of invasive plant pests, diseases, and weeds
 - Agricultural import/export trade issues, including shipping protocols and standards, commodity treatments and phytosanitary measures, quarantines, and regulatory enforcement
 - Risk management, including the science and methodologies of risk analysis, assessment, and communication
- c. Opportunities for work and research experience in APHIS through internships. Students may receive academic credit for internships, subject to the policy of the cooperating institution. Interns would be supported and advised by an APHIS mentor. APHIS-PPQ will seek to provide up to five internships per year for the duration of this agreement. Internships will be filled through existing APHIS student recruitment mechanisms, which will be announced during the academic year.

Benefits to the University of Puerto Rico-Mayagüez include:

- a. The ability of partner institutions to offer students new educational and employment opportunities with relatively low investment costs.
- b. Participating students will have an opportunity for work experience and increased opportunity for future employment.

Benefits to APHIS include:

- a. More effective recruitment of employees that are experienced with the work of the agency.
- b. Increased communication and education with the public about the work of APHIS.
- c. Partnership building through collaboration with University of Puerto Rico-Mayagüez faculty in scientific and educational programs.

Article 5 – Mutual Understanding

The Parties mutually understand and agree to/that:

- a. This MOU is for the mutual benefit of APHIS and the University of Puerto Rico-Mayagüez.
- b. The employee(s) responsible for work conducted under this MOU will be under the general program direction of APHIS and the University of Puerto Rico-Mayagüez. Supervision of personnel will be provided by their employing organization, and they will be subject to their employing organization's rules and regulations.
- c. The details of specific activities conducted under this MOU shall be planned and executed jointly by the Parties and shall be specified in the form of a jointly developed Program Work Plan that is incorporated into this MOU by reference. This serves to further express specific understandings and actions of the Parties under this MOU; including mutually agreed to Program expectations that ensure an acceptable, academically related study experience for Participants that also meets the organizational mission and responsibilities of the Parties.

Article 6 – University of Puerto Rico-Mayagüez Responsibilities

The University agrees to/that:

- a. Designate Dr. Ángel L. González, as its authorized representative who shall be responsible for collaboratively administering the activities conducted under this MOU.
- b. Organize and implement all activities associated with the PBC and its various components, as indicated by the Program Work Plan(s). This includes cooperative development of the PBC format and curriculum structure with APHIS.

- c. Provide facilities and staff for instructional support requirements as indicated by the Program Work Plan.
- d. Provide a faculty/staff liaison or mentor for student Program participants.
- e. The University of Puerto Rico-Mayagüez will provide appropriate recognition of successful completion of the Program.
- f. Consult with APHIS' authorized representative on a quarterly basis on Program progress, direction, and results.
- g. Participate in an interim review of the PBC halfway through the period of the MOU and a terminal review at the end of the period of the MOU, as indicated by the Program Work Plan.

Article 7 – APHIS Responsibilities

APHIS agrees to/that:

- a. Designate Dr. Gordon Gordh, USDA, APHIS, PPQ as its authorized representative who shall be responsible for collaboratively administering the activities conducted under this MOU.
- b. Organize and implement all activities associated with the Program and its various components, as indicated by the Program Work Plan. This includes cooperative development of the PBC format and curriculum structure with the University of Puerto Rico-Mayagüez.
- c. Provide curriculum subject matter and instructional content as indicated by the Program Work Plan.
- d. Provide internship opportunities for student Program participants, as referenced in article 4c, and provide appropriate compensation to participants for work completed as provided for under applicable Federal law, personnel regulations, and USDA and APHIS policy. Manage Program interns in a manner consistent with the appropriate employment status, once achieved by a intern, as provided for under applicable Federal law, personnel and other regulations, and USDA and APHIS policy.
- e. Additionally, APHIS-PPQ shall provide a liaisonship and mentorship for Program interns as described in the Program Work Plan.
- f. APHIS will provide appropriate recognition of successful completion of the program.
- g. Consult with University of Puerto Rico-Mayagüez's authorized representative quarterly on Program progress, direction, and results.

h. Participate in an interim review of the PBC halfway through the period of the MOU and a terminal review at the end of the period of the MOU, as indicated by the Program Work Plan.

Article 8 – Statement of No Financial Obligation

Signature of this MOU does not constitute a financial obligation on the part of the University of Puerto Rico-Mayagüez or APHIS. Each signatory Party is to use and manage its own funds in carrying out the purpose of this MOU. Transfers of funds or items of value is not authorized under this MOU.

Article 9 – Limitations of Commitment


This MOU and any continuation thereof shall be contingent upon the availability of funds appropriated by the Congress of the United States. It is understood and agreed that any monies allocated for purposes covered by this MOU shall be expended in accordance with its terms and the manner prescribed by the fiscal regulations and/or administrative policies of the party making the funds available. If fiscal resources are to transfer, a separate agreement must be developed by the parties.

Article 10 – Congressional Restrictions

Under 41 USC 22, no member of or delegate to Congress shall be admitted to any share or part of this MOU or to any benefit to arise there from.

Article 11 – Other Agreements

This MOU outlines the general terms and conditions covering the Parties' involvement in specified activities of mutual interest. The Parties to this MOU may enter into agreements, work plans, or other instruments of cooperation or exchange that outline specific programs or activities to be conducted between them and stating any additional information pertinent to the conduct of such cooperative undertakings.

 The Parties understand that nothing in this MOU is to be construed as interfering in any way with the basic responsibilities and authority of either Party for independent action, including entering into agreement with other entities.

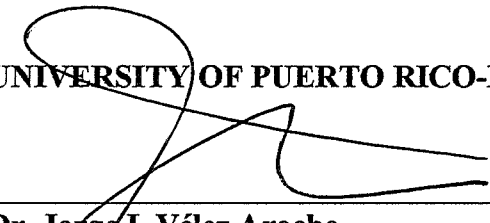
Article 12 – Amendments and Termination

This MOU may be amended at any time by mutual agreement of the Parties in writing. It may be terminated at any time by mutual agreement of the Parties in writing, or by one Party with sixty (60) days notice in writing to the other Party.

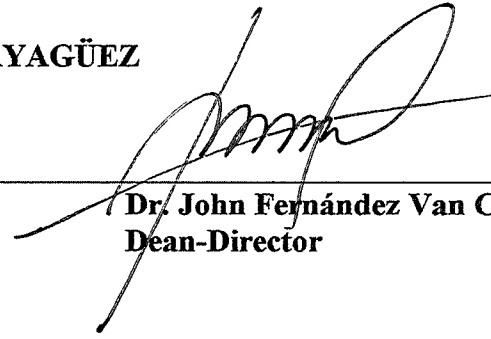
Article 13 – Effective Period and Expiration

This MOU will be in effect upon final signature and will continue for a period of five (5) years from date of final signature. This MOU may be continued for additional periods of up to 5 years as determined by the Parties by mutual consent.

UNIVERSITY OF PUERTO RICO-MAYAGÜEZ



Dr. Jorge I. Vélez Arocho
Chancellor



Dr. John Fernández Van Cleve
Dean-Director

 Date Apr 21, 2009

**UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
PLANT PROTECTION AND QUARANTINE**

Vic Harabin, Eastern Regional Director

Date

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. APHIS-PPQ 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. APHIS-PPQ 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). APHIS-PPQ is therefore deemed to have complied with these regulations, unless otherwise exempted under the rules, regulations and orders of the Secretary of Labor. APHIS-PPQ 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 APHIS-PPQ may be declare ineligible for further agreements with the University of Puerto Rico. APHIS-PPQ also certifies that it has a valid Assurance of Compliance on file.

USDA, APHIS-PPQ

Vic Harabin, Easter Regional Director

UPR-Mayaguez Campus

Jorge I. Velez Arocho, Chancellor

MMA
Aug/22, 2009

John Fernández Van Cleve, Dean