

COOPERATIVE AGREEMENT
Between the
College of Agricultural Sciences
University of Puerto Rico
And the
USDA Natural Resources Conservation Service
Caribbean Area Office

This Agreement is made by and between the College of Agricultural Sciences hereinafter referred to as the "College", and the USDA, Natural Resources Conservation Service, Caribbean Area State Office, hereinafter referred as the "Service."

Legal Authority:

Public Law 74-46, 590 a-f, and the Soil Conservation Service Act of 1935 16 U.S.C. (a-f), Federal Improvement and Reform Act of 1996, Public Law 104-127, as amended; Food Security Act of 1985, subtitle D, Title XII, 16 U. S. C. 3830 et seq. (CFDA No. 10.912); and Public Law 106-387, Title VII, Section 714, Farm Security and Rural Investment Act 2002. Title II, Section 2003.

Background:

On June 13, 2000 the College and the Service signed a Memorandum of Understanding (MOU) with the primary purpose to cooperate in the developing of new technology to help the people in the tropical regions to enhance and maintain the quality of their natural resources to disseminate tools and information that foster the policy and practice of sound ecosystem management.

Under this MOU the parties agreed to "Cooperatively work, through jointly designed programs and projects, to support the intent and purpose of the Tropical Consortium and the MOU."

The most important functions and activities of the Tropical Consortium are to:

- Collect, synthesize and disseminate information;
- Adapt, and if necessary, develop land management technology for the biophysical and socioeconomic environments of tropical islands;
- Assist in the assessment, monitoring and restoration of natural resources;
- Provide technical support services, such as training, assistance in the application of new technologies, and database management; and
- Demonstrate appropriate conservation practices at representative sites.

Purpose

The purpose of this agreement is to establish a cooperative effort between the College and the Service for the mutual sharing of expertise and facilities to begin the cooperative work of the Tropical Consortium.

A. The College agrees to:

1. Make available office space (minimum 150 sq. ft.) including appropriate main frame access, utilities and other facilities as may be mutually agreed upon for the acquisition of these services.
2. Make available telephone services (a direct line to the office).
3. Recognize as member of the College Staff personnel the NRCS Tropical Technology Specialist. This person shall have the privileges as member of the faculty as appropriate to their qualifications, providing he/she meets the standards and requirements of the College.
4. Cooperate in planning, developing, and executing research, education, in-service training, publications, demonstration projects, and other programs of the Service.
5. Commit the necessary time for input into developing the strategy to develop this initiative.
6. At its expenses, be responsible for all administrative matters necessary to arrange for and carry out the work described in this agreement and for resolving any disputes, claim or litigation that may result from the work. These administrative matters and legal expenses include, but are not limited to facilities, clerical and legal expenses including the fees of the attorneys deemed for the service to resolve any legal matters.
7. Hold and save the Service free from any claims or causes of action whatsoever resulting from the obligations undertaken by it under this agreement or resulting from the work provided for in this agreement.

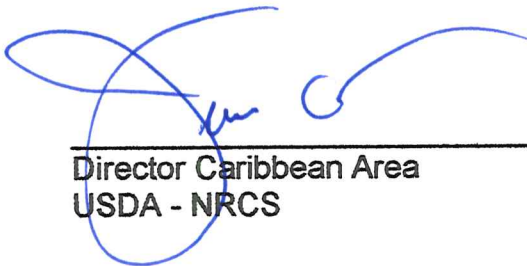
B. The Service agrees to:

1. Provide a three-credit conservation course, per semester. The Tropical Technology Specialist will teach this course.
2. Pay the direct salary; travel expenses, supplies, equipment, etc., of the Service personnel.
3. Cooperate in the planning and development of research, education, in-service training, and in the preparation of publications and demonstration programs.
4. Make available funds, through cooperative agreements to support educational projects that are of primary interest to the Cooperators, and which meet the terms of the Federal Grants and Cooperative Agreement Act of 1977, 41 U.S.C. 501 and the FY 2000 Agricultural Appropriations Act. The principal purpose of supporting such projects will be to develop appropriate social and economic technologies to transfer to Service employees in the Caribbean Area and to stimulate practical training of students through joint projects that are of common concern to the parties.

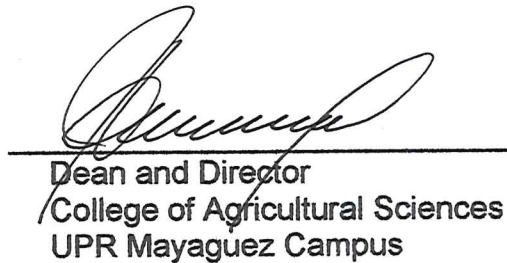
C. It is mutually understood and agreed:

1. Both parties will exchange information so that each will be informed of the plans, programs, progress, needs, and probable future trends and patterns of development of the cooperative programs.
2. The participation of the Federal government is not intended to place it or the College in a position incurring liability for any claims that might arise as a result of the activities carried out under this agreement. Each party has complete responsibility for acts of and injury to, or injury and damage caused by its own personnel and its own property.
3. All equipment purchased for the office shall be property of the contributing agency (either the Service or the College) in the event of dissolution of this agreement. An equipment inventory indicating ownership, costs, and condition of each item under the auspices of the office shall be maintained and made available annually to the parties.
4. No member or delegate to the Congress shall be admitted to benefit from any share or part of this agreement or to any benefit that may arise therefrom; but this provision shall not be construed to extend this agreement if made with a corporation for its general benefit.
5. The furnishing of financial and other assistance by the Service is contingent on the availability of funds appropriated by Congress from which payment may be made and shall not obligate the Service upon failure of the Congress to appropriate funds.
6. The obligations of the College are contingent upon the appropriation of funds by the University's Central Administration.
7. All questions and contacts regarding this agreement shall be directed to the Director of the Caribbean Area on behalf of the College, or to the Dean and Director of the College of Agricultural Sciences, UPR, Mayaguez Campus, on behalf of the Service.
8. The Service may terminate this agreement in whole or in part if the Service determines that the College has failed to comply with any of the conditions of this agreement. The Service will notify the College in writing of the determination, reasons for termination and the effective date. Payments and/or recoveries made by the Service under this termination are to be in accordance with the legal rights and liabilities of the Service and the College. This agreement may be terminated by mutual agreement of all parties upon 60 days written notice.
9. The furnishing of the administrative and technical services by the Service as set out in this agreement is contingent upon the availability of appropriations by the Congress and the Service is not obligated if the Congress fails to appropriate.
10. Official not to Benefit – No member of or delegate to the Congress or resident commissioner shall be admitted to any share or part of this agreement, or to any benefit that may arise from it; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

11. As a condition to this agreement, the College assures and certifies that it is in compliance with and will comply in the course of the agreement with all laws, regulations, Executive Order, and other generally applicable requirements, such as OMB Circulars A-110 (Grants and Uniforms Administrative Requirements), A-102 (Grants and agreements with State and Local Governments); A-87 (Cost Principles); A-133 (Audits); Treasury Circular 1075 (Regulations Governing Withdrawals of Funds from the Treasury for Advances Under Federal and other Programs) and 7CFR 3015, 3016, 3017, 3018, 3019 and 3052. All of the foregoing is hereby incorporated into this agreement by reference.
12. Activities conducted under the agreement will be in compliance with the non discrimination provisions as contained in the Title VI and VII of the Civil Rights Act of 1964, as amended, the Civil Rights Restoration Act of 1987, Title IX of the Education Amendments of 1992, the Age Discrimination Act of 1975, and in accordance with regulations of the Secretary of Agriculture (7CFR-15, subparts A and B) which provides that no person in the United States shall, on the grounds of race, color, national origin, age, sex, religion, marital status, or handicap/disability be excluded from participation in, be denied the benefits, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance from the Department of Agriculture or any Agency thereof.
13. This agreement may be modified by amendment duly executed by authorized Official of the College and the Service.



Director Caribbean Area
USDA - NRCS

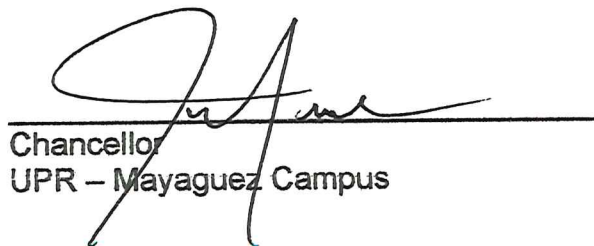


Dean and Director
College of Agricultural Sciences
UPR Mayaguez Campus

5-27-02

Date

Date



Chancellor
UPR - Mayaguez Campus

5/27/02

Date