

UNIVERSITY OF PUERTO RICO  
MAYAGUEZ CAMPUS  
AGRICULTURAL EXPERIMENT STATION

**Memorandum of Understanding**


--FIRST PARTY: The University of Puerto Rico, Mayagüez Campus, Agricultural Experiment Station, represented by its Chancellor, Jorge Rivera Santos, Puerto Rico, denominated as the FIRST PARTY.

--SECOND PARTY: **Ms. Damarys Yamillete Del Castillo Vega**, Quality Control Director of Goya de Puerto Rico, Inc., and resident of Camuy, Puerto Rico, denominated as the SECOND PARTY.

Both parts freely and voluntarily agree to the following:

The FIRST PARTY in exercise of the duties and powers conferred upon him by the Law of the University of Puerto Rico, established by University Rules and regulations, approved January 20, 1966, agrees to cover the expenses related to the SECOND PARTY participation as a CARET (Council for Agricultural Research, Extension, and Teaching) Delegate of the University of Puerto Rico at Annual CARET Meetings during the designation period.


The participation of CARET delegates is of utmost importance and benefit to the College of Agricultural Sciences, its students and the Department of Agriculture. The travel expenses include air and ground transportation, hotel, porter, per diem, and registration for the days attending the official meeting. This agreement is subject to availability of funds. The delegates are expected to participate as it is detailed in CARET Delegate Job Description (Annex 1).



CARET is a national grassroots organization seeking to enhance national support and understanding of the land-grant university system's food and agricultural research, extension, and teaching programs. CARET delegates are chosen by their respective land-grant universities to be representatives of their state's land-grant programs.

**TERMS AND CONDITIONS**

1. This agreement is effective for five years from the date of the last signature.
2. It is estimated that the expenses related to the meeting participation is **three thousand dollars (\$3,000.00)** per meeting. These expenses will be paid from account number 32399.374.000.XXXX.210.320300120009.00. The account number can be subject to change.
3. The Dean and Director of the College of Agricultural Sciences will authorize the direct payment to suppliers and/or reimbursement to the SECOND PARTY, always in accordance of the Puerto Rico Laws and Legal Regulations. The SECOND PARTY will submit a letter to the Dean and Director of the College of Agricultural Sciences upon the completion of its participation indicating that the duties were completed as stipulated in this agreement. The letter with original invoices and/or receipts should be submitted within 30 days from the meeting's last day.
4. If the SECOND PARTY incurs in negligence, unfulfillment or violation of any condition in this agreement or is found guilty of any violation of law against the national treasury, legal authority, or regarding state or federal government funds or property, the FIRST PARTY could immediately cancel this agreement and the SECOND PARTY will have to reimburse all sums of expenses incurred by the FIRST PARTY.

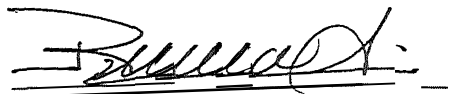
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5. The SECOND PARTY will be responsible of complying with the laws governing the Commonwealth of Puerto Rico and those of the United States of America, as well as the Laws and Rules and Regulations of the University of Puerto Rico.
  6. This agreement can be terminated by either part as permitted by the University Laws and Rules and General Regulations of the University of Puerto Rico. THE FIRST PARTY could rescind the agreement by notifying thirty (30) days prior to the date of the termination. Also, THE FIRST PARTY could immediately cancel the agreement without previous notice when the SECOND PARTY incurs in negligence, unfulfillment, or violation of any condition in the agreement.
  7. The SECOND PARTY accepts that he/she will not be able to commence rendering the services under this agreement until both the FIRST PARTY and the SECOND PARTY have signed and agreed to its terms. The SECOND PARTY will not be allowed to continue to offer its services once this agreement has terminated.
  8. CONFLICTING INTERESTS: The SECOND PARTY recognizes that in carrying out his/her duty, 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 the circumstances related to clients or third persons and any interest that may influence the agency at the moment of executing the agreement or during its term. The Second Party incurs in conflicting interests when, on behalf of a client it is his/her duty to promote something which he/she should oppose to in a compliance with the fulfillment of his/her obligations to a prior, present or potential client. The Second Party also incurs in conflicting interests when his/her behavior is described as such in the ethical standards normally applicable to his/her behavior profession, or in the laws or regulations of the Commonwealth of Puerto Rico. In contracts with societies or firms, it will constitute a violation of this restriction that any of its directors, associates or employees incurs in the conduct herein described. The Second Party recognizes the fiscalization faculty of the chief of the agency with respect to the fulfillment of the agreement. If the chief of the agency understands that there exists or have emerged conflicting interests with the Second Party, he or she will give the Second Party hired a written notice of his/her findings and his/her intention to dissolve the contract within thirty (30) days. Within the aforementioned term, the Second Party will be able to request a meeting with the chief of the agency in order to defend his/her position with regard to this allegation or conflict, which will be granted in any event. If the aforementioned meeting is not requested within the stated period of time, or if the conflict is not resolved in a satisfactory manner during the meeting granted, this agreement shall be dissolved.
  9. 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 # 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.
  10. 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 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.
  11. 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 agreement, 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 and will have to reimburse all sums of money received under the agreement to THE UNIVERSITY OF PUERTO RICO.

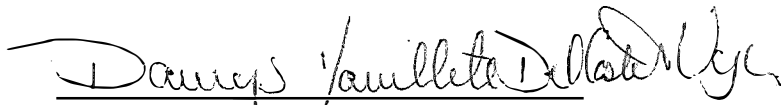
12. This agreement will be rescinded if during its execution THE SECOND PARTY is found guilty for any violation of law against the national treasury, legal authority, or regarding state of federal government funds or property.
13. The two parties state that in their practices and proceedings there will 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.
14. 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.
15. 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.
16. The second party 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.
17. 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 appliance 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 and that the second party may be declare ineligible for further agreements with the first party. The second party also certifies that it has a valid Assurance of Compliance on file.
18. 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 agreement can legally be considered for its immediate effect.

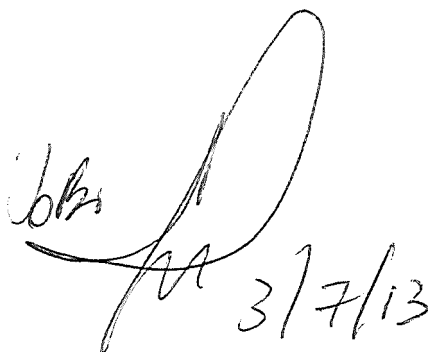
In Mayagüez, Puerto Rico on the 2<sup>nd</sup> day of April 2013.



Jorge Rivera Santos, Ph.D.  
UPR, Agricultural Experiment Station  
First Party



Ms. Damaris Yamilette Del Castillo Vega  
Second Party



3/7/13