

259

Contract Register:
Vol. _____ Pag. _____
Contract No. _____

MEMORANDUM OF AGREEMENT

BETWEEN

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

AND

MONSANTO CARIBE, INC.

**AS THE FIRST PARTY: THE UNIVERSITY OF PUERTO RICO, MAYAGÜEZ
CAMPUS, ACTING THROUGH THE AGRICULTURAL EXPERIMENT STATION,**
represented by its Chancellor, Dr. Jorge I. Vélez Arocho,

AS THE SECOND PARTY: MONSANTO CARIBE, INC.,
represented by its TI/MSP Director, Mr. Mark Lawson,

Arc
JVA
MK
JS

BOTH PARTIES CONCUR

**WHEREAS: THE UNIVERSITY OF PUERTO RICO, MAYAGÜEZ CAMPUS, ACTING
THROUGH THE AGRICULTURAL EXPERIMENT STATION** has vested interests both in
evaluating new crops that may contribute self-sufficiency in food and feed supplies, and in
training of students in to work with such crops.

WHEREAS: MONSANTO CARIBE, INC., is interested in developing corn, soybean,
sunflower, and other agronomic/horticultural species for temperate and tropical areas.

THUS BOTH PARTIES AGREE

1. To enter a contract year for the period of one year to:

2. The Agricultural Experiment Station (AES) agrees to:
- a) Make available an area of land up to approximately one hundred (100) acres at the Montaña Research Farm for establishing crop nurseries as required in this agreement. Land rental is established at \$1,000.00/acre for a total of \$100,000 to be paid at the end of each contract year.
 - b) The AES is not responsible for any damage or losses to crops due to weather conditions and does not guarantee any amount of production.
3. Monsanto Caribe, Inc., agrees to:
- a) Plan and supervise all fieldwork.
 - b) Supply detailed instructions for irrigation, and for needed crop management, harvest and post-harvest procedures.
 - c) Keep and make available records of such non-proprietary management practices, such as crop species, records on pesticide and fertilization applications, copies of Federal and State planting permits (if applicable), and final crop residue disposal procedures used each year.
 - d) Completely remove irrigation hoses and plastic mulches after each planting cycle, and for incorporating the crop's leftover into the soil.
 - e) Securing the necessary permits and sanitary certificates from the corresponding regulating state and federal agencies.
 - f) Provide the Agricultural Experiment Station, free of charge, with seed from promising finished commercial hybrids for scientific evaluation in the Puerto Rican environment, if requested.
 - g) Avoid any dissemination or escape of transgenic plants that might occur in the AES's surroundings. In the event that this happens, Monsanto Caribe, Inc., will be responsible for the recuperation and destruction of transgenic seeds or any vegetative material. Monsanto Caribe, Inc., will also be responsible for the necessary post-harvest monitoring.
 - h) Provide professional or academic enrichment opportunities to University of Puerto Rico, College of Agriculture's students and faculty by sponsoring in-service programs, such as summer internships, and by sponsoring no less than two (2) professional seminars related to plant breeding in Monsanto per year.

ARC
JF#
ML
gt.

4. The **SECOND PARTY** certifies and guarantees that at the time of the signing of this agreement he has filed and paid his income taxes over the course of the five (5) years preceding the date of this agreement and that he owes no income tax debt either to the Commonwealth of Puerto Rico or to the United States of America, to the Municipal Revenue Center (CRIM) or to the Child Support Administration (ASUME) or that a repayment plan has been established for such debt as there may be and that the **SECOND 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 on the part of the contractor, with no remuneration to the **SECOND PARTY** and that the latter will be responsible for restoring any monies received under the terms of this agreement.

5. The **SECOND PARTY** certifies and guarantees that at the time of the signing of this agreement he has paid the contributions for Unemployment, Temporary Handicap Insurances (FSE) and Social Security for Chauffeurs; or is currently in compliance with the terms and conditions of a payment 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 on the part of the **FIRST PARTY**, with no remuneration to the **SECOND PARTY** and that the latter will be responsible for restoring any monies received under the terms of this agreement.

DC
JA
MZ

6. 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 conflicting interests with the contractual party. This responsibility, also, includes the continued obligation of keeping the agency informed about all circumstances related to clients or third persons and any interest that may influence the agency at the moment of executing the contract 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 compliance with fulfillment of his/her obligations to a prior, present or potential client. The **SECOND PARTY** also incurs in conflicting

interests when his/her behavior described as such in the ethical standards normally applicable to his/her profession, or in the laws or regulations of the Commonwealth of Puerto Rico.

7. **EXONERATION OF ALL RESPONSIBILITY: THE SECOND PARTY** is responsible for any judicial or extra-judicial claim, and must provide compensation for any damage, perjury, and/or mental or moral anguish which any person may suffer, where these damages and perjuries have allegedly been caused by actions, or negligent omissions, carelessness by the **SECOND PARTY**, its agents or employees, whereas these damages and perjuries may have occurred totally or partially during the services, exempting, relieving, and exonerating the University of Puerto Rico of all responsibility.
8. **BOTH PARTIES** are equal opportunity employers and do not discriminate on the basis of sex, race, color, age, religion, national origin, handicap, veteran status, religious or political beliefs. This policy is consistent with relevant governmental statutes and regulations, including those pursuant to Title IX of the Federal Rehabilitation Act of 1973 as amended.
9. The **SECOND PARTY** manifests that no employee or university authority from the **FIRST PARTY** has direct or indirect pecuniary interest in the fulfillment of this agreement as established by Law Num. 12, July 14, 1985 known as Government Ethics Law. In the same way, the university authority representing the **FIRST PARTY** has no pecuniary interest in the above mentioned agreement.
10. The **FIRST PARTY** certifies and guarantees that, in accordance with the requirement of the Office of Government Ethic, a copy of the Government Ethics Law (Law Num. 12, July 14, 1985) has been given to the **SECOND PARTY**. The **SECOND PARTY** certifies that at the moment of signing this agreement, it received a copy of the above mentioned law.
11. **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


AS
JF
MH
JA

with another organism or municipality of the Commonwealth of Puerto Rico, he guarantees that there is no incompatibility between both contracts.

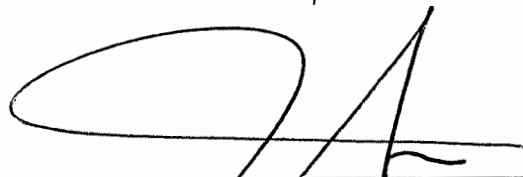
12. **THE SECOND PARTY** understands that he shall not begin to render service of any kind to the **FIRST PARTY** under this agreement until such time as the agreement has been signed by both parties. **THE SECOND PARTY** shall not continue to render service of any kind to the **FIRST PARTY** after the date of expiration of this contract. **THE FIRST PARTY** shall not pay for services rendered in violation of this clause.
13. **TERMINATION - THE UNIVERSITY OF PUERTO RICO** could rescind the contract by notifying thirty (30) days prior to the date of the termination, but leaving enough time for Monsanto Caribe, Inc., to complete a full cycle of production, and crop residual disposal.
14. **THE UNIVERSITY OF PUERTO RICO** could immediately cancel the contract without previous notice when the hired party incurs in negligence, unfulfillment, or violation of any condition in the contract. This contract may be terminated if during its execution the **SECOND PARTY** is guilty of felony against the state treasury, the goodwill or that involves funds, state or federal public property.
15. According to Law Num. 18, October 30, 1975, no service object of this contract will be demanded until the contract has been registered in the Office of the Comptroller of Puerto Rico.
16. The work under this Agreement shall be performed during the period of October 1, 2004 to September 30, 2005. The Agreement will become effective when signed by both parties.

Signed in Mayagüez, Puerto Rico on October 04, 2004.

APPROVED:




Mr. Mark Lawson
TI/MSP Director
Monsanto Caribe, Inc.




Dr. Jorge I. Vélez Arocho
Chancellor
University of Puerto Rico
Mayagüez Campus

RECOMMENDED:



Dr. John Fernandez Van Cleve
Dean and Director
College of Agricultural Sciences



Dr. Alejandro Segarra
Associate Dean and Deputy Director
Agricultural Experiment Station