

**COOPERATIVE AGREEMENT
BETWEEN
MIAMI-DADE COMMUNITY COLLEGE
AND
UNITED STATES DEPARTMENT OF AGRICULTURE
AGRICULTURAL RESEARCH SERVICE
AGREEMENT NO. 58-0101-3-026**

The Miami-Dade Community College, hereinafter referred to as MDCC, and the United States Department of Agriculture, Agricultural Research Service, hereinafter referred to as ARS, hereinafter jointly referred to as "the Parties," hereby affirm their mutual interest in, and desire to broaden cooperative interactions and exchanges of personnel and resources to support projects of mutual interest to the Parties.

The Parties recognize that cooperation is a matter of working together toward common goals of mutual interest, not merely cooperative financing or sharing of resources. The Parties also recognize that successful cooperation occurs only through mutual understanding and efficient administration of cooperative programs. Nothing in this broad understanding is to be construed as interfering in any way with the basic responsibilities and authority of either party for independent action.

This Cooperative Agreement defines in general terms the basis for which the Parties will cooperate. Individual projects may be developed between the Parties which outline specific projects. This agreement is executed under the authority of 7 USC 3318(b).

ARTICLE I - PURPOSE

The purpose of this Cooperative Agreement is to:

Strengthen the cooperation between the Parties to support degree granting programs in the food and agricultural sciences.

Enhance MDCC student development and career opportunities in agricultural research.

Provide experiential learning and career enhancement opportunities to MDCC students through selective placement in ARS research laboratories under Federal hiring authorities.

- (4) Facilitate development of agricultural research programs and projects which are mutually beneficial to the parties.
- (5) Provide exchanges of personnel between the parties to support outreach activities.

To this end, the Parties agree that such programs and activities will be implemented by mutual understanding and in conformity with regulations and policies of both Parties.

ARTICLE II - STATEMENT MUTUAL INTERESTS

The Parties are currently engaged in and have independent interests in developing career opportunities in the agriculture and food related sciences. The Parties agree that accomplishment of the objectives of this Cooperative Agreement will improve the ability to carry out educational programs that contribute to the national interest of the U.S. agricultural community and contributes to the future workforce needs of ARS; and recognize the mutual benefit to be achieved through cooperative planning and execution of research activities that enhance educational curricula.

ARTICLE III - MDCC CONTRIBUTIONS

To facilitate the cooperative efforts described in Article I, MDCC agrees to:

- (1) Assign College staff as may be agreed upon to assist in identifying projects of mutual interest, as well as aid in planning and implementing student research activities and career development programs in food and agriculture sciences.
 - Identify MDCC students eligible for experiential learning and/or student employment opportunities in ARS research facilities.
 - Jointly develop and facilitate scientific curricula and faculty development programs which relate to agricultural problems; and plan and implement outreach activities as may be mutually agreed to.
 - Furnish suitable land, facilities, equipment, supplies, labor, funds and other items required to support collaborative interaction and outreach activities as mutually agreed to.

ARTICLE IV - ARS CONTRIBUTIONS

To facilitate the cooperative research efforts described in Article I, ARS agrees to:

- (1) Assign such members of its staff as may be agreed upon to assist in identifying projects of mutual interest.
- (2) Work cooperatively with MDCC in planning and implementing outreach and career opportunities in ARS research facilities.
- (3) Provide experiential learning opportunities to MDCC students in ARS research facilities, and assist in the selective placement of MDCC students eligible for employment opportunities with ARS.
- (4) Provide MDCC faculty development opportunities in ARS labs and assist with MDCC scientific curricula development related to agricultural interests.
- (5) Furnish suitable land, facilities, equipment, supplies, labor, funds and other items required to support collaborative research and outreach activities as mutually agreed to.

ARTICLE V - GENERAL PROVISIONS

1. The details of future cooperative undertakings shall be planned and executed under the auspices of separate agreements between the Parties. Outlines covering goals and objectives, working plans, research methodologies, and procedures shall be prepared jointly.
2. Either party to this agreement shall be free to use any of the results of this cooperation in its official correspondence or publications provided due credit is given to the other party for its contribution(s) to the effort. It is understood that neither party will publish any results from joint activities without consulting the other. This is not to be construed as applying for popular publication of previously published technical data. Publication may be joint or independent as may be agreed upon, always giving due credit to the contributions of all parties involved in the joint effort. In case of failure to agree as to the manner of publication or

interpretation of results, either party may publish data after 90 days notice and submission of the proposed manuscripts to the other. In such instances the party publishing the data will give due credit to the cooperation but will assume full responsibility for publication and interpretation of results therein.

3. This Cooperative Agreement does not constitute a financial obligation to serve as a basis for expenditures. Each party will handle and expend its own funds. All expenditures of ARS funds made pursuant to this Cooperative Agreement must be in accordance with ARS and U.S. Department of Agriculture rules and regulations, and in each instance they must be based on appropriate fiscal documents such as a lease, contract, extramural agreement, purchase order, letter of authorization, etc. Expenditures made by MDCC will be according to its own governing rules and regulations.
4. Either party shall be free to purchase and use any equipment needed to achieve the goals of this agreement. Equipment purchased with ARS funds shall remain the property of ARS and shall be subject to removal or other disposition by ARS at any time. Equipment purchased with MDCC funds shall remain the property of MDCC and shall be subject to removal or other disposition by MDCC at any time.
5. The responsibilities assumed by each of the cooperating parties are contingent upon funds being made available from which the expenditures may be legally made.
6. MDCC funds shall not be expended by ARS employees. When MDCC has no representative stationed in the locality where cooperative research is undertaken, an ARS employee may handle the accounts but shall forward the vouchers to the MDCC authorized agent for payment. MDCC should not send checks payable to ARS employees or send them checks payable to "Cash" or "Bearer" for payment of local expenses.
7. This Cooperative Agreement will come into effect from the date of the last signature and will be valid initially for 5 years. The Cooperative Agreement may be modified only by mutual agreement between the Parties in writing, and may be discontinued at the request of either party. Requests for any major change shall be submitted to the other

party not less than 90 calendar days prior to the proposed effective date. Termination requests shall be sent to the other party not less than 90 calendar days prior to the desired effective date.

8. Copies of all correspondence concerning this Cooperative Agreement shall be sent to the following:

Authorized Departmental Officer
USDA, ARS, AFM
Extramural Agreements Division
5601 Sunnyside Avenue
Room 3-2172C
Beltsville, MD 20705-5110

Castell V. Bryant
Campus President,
North Campus
11380 NW 27th Avenue
Miami, Florida 33167

Signed and dated this 16th day of December 2002.

Signature obscured
for security

Signature obscured
for security

Edward B. Knippling
Administrator
Agricultural Research Service
United States Department of Agriculture

Eduardo J. Padron
College President
Miami-Dade Community College