



MEMORANDUM OF AGREEMENT DRAFT

This AGREEMENT is entered into by and between the U.S. Highbush Blueberry Council (USHBC), hereinafter referred to as the "Council", and *(insert name of researcher or organization conducting the project)*, hereinafter referred to as the "Contractor".

WHEREAS, the project entered into by means of this Agreement is of mutual interest and benefit to the Council and to the Contractor

NOW, THEREFORE, the parties hereto agree as follows:

1. **STATEMENT OF WORK.** The Contractor agrees to use its best efforts to perform the project described in Appendix A hereof. *(Contractor is to attach as an appendix page to this agreement a complete project proposal which includes, but is not limited to, complete details concerning principal investigators, co-investigators/collaborators; project start and completion dates; objective of the project; justification; project hypothesis, description and research design; schedule of progress reports; budget and payment schedule)*. Contractor will make brief progress reports of the project periodically to Council and a final report will be rendered on completion of the project.
2. **PRINCIPAL INVESTIGATOR.** *(List names of researchers involved in this study)* The Contractor will primarily rely on in-house staff to undertake project assignments. However, the Contractor retains the right to subcontract specific tasks to outside parties. Should the Contractor elect to subcontract specific tasks, subcontractors will be subject to the same contractual terms as the Contractor in regard to reporting and record keeping, travel expenses, title of property, confidential information, influencing legislation and/or influencing governmental policy or action, and following Federal Civil Rights policies. The Contractor will be fully responsible for the quality of all work products.
3. **PERIOD OF PERFORMANCE.** Work will commence from the date of contract signature and upon written contract approval by the U.S. Department of Agriculture (USDA) until the project completion. Work undertaken prior to contract approval by USDA Agricultural Marketing Service (AMS) is at the own risk of the Contractor, as the Council is not financially liable if AMS does not approve the contract. The project will be conducted during the period of *(insert specific dates for initiation and completion of the project)*.
4. **PROJECT COSTS AND PAYMENTS.** Council will pay Contractor the initial sum of \$*(insert dollar amount)* upon final agreement approval and signature for costs to be incurred to initiate the project, and \$*(insert dollar amount)* upon successful completion of the project as detailed in the Budget section of Appendix A. No expenses paid by the Council to the Contractor shall be used in any manner for the purpose of the influencing of legislation and/or the influencing of governmental policy or action.

5. **TAX EXEMPT STATUS.** The Contractor must inform vendors/subcontractors of the Council's tax-exempt status and all vendors and subcontractors are subject to the same terms and conditions as the Contractor.
6. **FEDERAL CIVIL RIGHTS POLICIES.** The Contractor agrees that during the performance of this Agreement, it shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation and marital or family status. The Contractor agrees that it will fully comply with any and all applicable Federal, State, and local equal employment opportunity statutes, ordinances, and regulations, including, but not limited to, Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; and the Equal Pay Act of 1963. Nothing in this section shall require the Contractor to comply with or become liable under law, ordinance, regulation, or rule that does not otherwise apply to the Contractor.
7. **PROPERTY.** The Council will have sole ownership of all materials purchased for this project. All non-proprietary information collected as part of the project will be the property of the Council. *(Note: This does not apply for contracts with USDA Agricultural Research Service and may not apply to contracts with University researchers.)*
8. **COPYRIGHT/TRADEMARKS.** The Council reserves the right to copyright or trademark any or all materials developed under this agreement. *(Note: This does not apply for contacts with USDA Agricultural Research Service and may not apply to contacts with University researchers.)*
9. **PUBLICATIONS/DELIVERABLES.** The Principal Investigator may publish results from this project; however, USDA AMS must review all publications/deliverables prior to publication or use. Under no circumstances can a contract agency release any materials, data, information or other deliverables to anyone other than the Council without USDA AMS review and approval.
10. **BOOKS AND RECORDS.** The Contractor must (a) maintain accurate records, books, and documents involving transactions relating to the agreement and (b) retain the records, books, and documents for three (3) years. Records, books and documents may be subject to inspection and audit by a representative of the Secretary of Agriculture.
11. **INDEMNIFICATION.** (a) The Contractor agrees to indemnify and hold harmless the Council and the Secretary and their affiliates, members, officers, directors, agents, and employees against all losses, damages, liabilities, cost or expenses, including reasonable attorneys fees (collectively, losses), resulting from all claims, proceedings, investigations, or actions (collectively, claims) arising out of or in connection with the contract and the services rendered by the Contractor. This indemnification obligation shall survive the expiration or termination of this contact. (b) The Council agrees to indemnify and hold harmless the Contractor against all losses resulting from claims arising out of or in connection with Council-supplied products or materials, or representations concerning the Council, or its services or products, to the extent furnished or prepared by or at the

Councils request for use by the Contractor, including, without limitations, infringement upon intellectual property of other proprietary rights. This indemnification obligation shall survive the expiration or termination of this contract.

12. **TERMINATION.** The Council and the USDA reserve the right, at their own discretion and for any reason deemed by them to be sufficient, to cancel or modify the project after the date of contract signature. In such event, it is agreed that the Council is liable for all commitments made prior to cancellation or modification and shall reimburse the Contractor for all reasonable amounts due or owing in accordance with this contract at the time of said termination.

IN WITNESS WHEREOF, the parties have caused these presents to be executed.

U.S. Highbush Blueberry Council

(Name Of Contracting Organization)

USHBC Executive Director

(Authorized Signature)

USHBC Chairman

(Printed Name/Title)

Date: _____

Date: _____