



**A&M
COMMERCE**

Letter of Agreement

14,925

FILED FOR RECORD
at 11:15 o'clock a M

DEC 27 2017

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By *Jennifer Lindenzweig*

Texas A&M University - Commerce
PO Box 3011
Commerce, TX 75429

Hunt County Commissioners Court
PO Box 1097
Greenville, TX 75403-1097

Cereal Crops Research Incorporated
PO Box 3112
Commerce, TX 75429

To whom it may concern:

This letter (the "Agreement") summarizes our understanding of the agreement reached between Texas A&M University - Commerce (A&M – Commerce), Cereal Crop Research Incorporated (CCRI) and Hunt County Commissioners Court (Hunt County). If this Agreement is acceptable to you, please sign below in the space designated for your signature.

The agreement is as follows:

1. Agreement

The parties hereto have agreed to the following in regards to: The paid position of Senior Research Associate to assist in the expansion of the cooperative research project and regional outreach. A&M – Commerce will accept responsibility for an amount that equals one half (1/2) of the annual salary and all annual benefits for the Senior Research Associate. The balance of the amount equal to one fourth (1/4) of the annual salary of the Senior Research Associate shall be paid by CCRI and the balance of the amount equal to one fourth (1/4) of the annual salary of the Senior Research Associate shall be paid by Hunt County. All increases in salary shall be distributed as described above per recommendation by the Director for the School of Agriculture.

2. Description

The Senior Research Associate will facilitate the planting and harvest of crop research plots and be responsible for the maintenance of field research equipment. The presence of this person at the research location will allow A&M – Commerce to teach more students per year in the student farming projects. Assistance offered will help in preparing students for careers in the

School of Agriculture

P.O. Box 3011 • Commerce, TX 75429-3011 • Phone: 903.886.5358 • Fax: 903.886.5990 • www.tamuc.edu

agricultural industry. Students will be able to grow and evaluate genetically altered crops developed through biotechnology. The Senior Research Associate will be an integral part of the program by helping teach students to operate, maintain and adjust the tillage, planting and harvest equipment they will use.

3. Term

The term of this Agreement will commence as of January 15, 2018, and will continue in effect until August 31, 2023, at which point it shall terminate, unless the Term is extended. This Agreement may be terminated earlier by any party giving a sixty (60) day written notice to the parties hereto. Each year of funding must be separately approved by the Hunt County Commissioner's Court. Failure of the Commissioner's Court to approve funding will work as an automatic termination of Hunt County's responsibilities under this Agreement.

4. Notice

Any notices to be given under this Agreement by any party may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested to the address set forth in this Agreement unless any party notifies the others, in writing, of a change of address.

5. No Other Agreement

This Letter of Agreement contains the entire agreement between the parties. No part of this Letter of Agreement may be changed, modified, amended or supplemented except in a written document, signed by all parties, which specifically states that the document is being signed for the purposes of modifying this Agreement. Each party acknowledges and agrees that the others have not made any representations, warranties or agreement of any kind, except as is expressly described in this Agreement.

6. Governing Law

This Agreement shall be interpreted in accordance with the laws of the State of Texas. Venue shall be Hunt County, Texas.

7. Termination

Subject to the terms in Paragraph 3, above, any party shall have the right, forthwith and without further notice, to terminate this Agreement by written notice to the other parties hereto.

8. Headings

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

9. Force Majeure

Neither party is required to perform any term, condition, or covenant of this Agreement, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.

10. Dispute Resolution

The dispute resolution process provided for in Chapter 2260 shall be used, as further described herein, to attempt to resolve a claim for breach of contract asserted by the Contractor under the Agreement. If the Contractor's claim for breach of contract cannot be resolved by the Parties in the ordinary course of business, it shall be submitted to the negotiation process provided in Chapter 2260. To initiate the process, the Contractor shall submit written notice, as required by Chapter 2260, to the Vice President of Business Administration or his or her designee. The notice shall also be given to the individual identified in the Agreement for receipt of notices. Compliance by the Contractor with Chapter 2260 is a condition precedent to the filing of a contested case proceeding under Chapter 2260.

If the above correctly expresses your understanding of the terms of our relationship, please sign and date a copy of this Agreement and return signed and dated Agreement to:

Melissa Fagan

Project Administrator II/Time & Effort Manager
Texas A&M University – Commerce
PO Box 3011
Commerce, TX 75429

Signature Page


Texas A&M University – Commerce

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Dr. Brian McGinley, Jr.
Assistant Director of Procurement Services, Contracts

13 DECEMBER, 2017

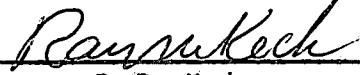
Texas A&M University – Commerce

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Dr. Matt Wood
Interim Vice Provost for Research and Dean of Graduate
Studies

12 / 15 / 17, 2017

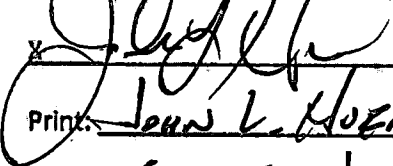
Texas A&M University – Commerce

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Dr. Ray Keck
President

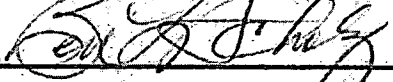
Dec. 14, 2017

Hunt County Commissioners Court

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Print: John L. Hoen
Title: County Judge
Dec 27, 2017

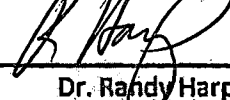
Cereal Crop Research Incorporated

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Print: BEN L. Scholz
Title: President

Dec. 8, 2017

Texas A&M University - Commerce

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Dr. Randy Harp
Director, School of Agriculture

Dec 8, 2017