LETTER OF AGREEMENT

BETWEEN: The World Poultry Foundation
7027 Old Madison Pike, NW
Suite 108
Huntsville, AL 35806
(hereinafter referred to as "the WPF")

AND: Auburn University
Office of Sponsored Programs
310 Samford Hall
Auburn University
Auburn, AL 36849-5131

WHEREAS, the WPF is dedicated to the advancement of the poultry and egg industries. In particular, the WPF strives to: (i) promoting economic development in economically distressed areas outside of the United States by providing technical, educational, and other assistance to foster the development of local poultry and egg industries; and, (ii) cooperating and partnering with other foundations, organizations, and government agencies by assisting them with projects that advance the charitable purposes of the WPF.

WHEREAS, the WPF intends to assist the layer industry in Cuba to enhance biosecurity and Avian Influenza monitoring and enhance the management skills of farm operators;

To accomplish these goals and objectives the WPF enters into this agreement with Auburn University (the Contractor).

NOW, THEREFORE, it is mutually agreed as follows:

I. SERVICES TO BE PROVIDED BY AUBURN UNIVERSITY

In mid-July of 2017, Cuban researchers Drs. Pastor Alfonso and Carmen Laura will visit Auburn University for five (5) days to learn molecular techniques for the detection and characterization of AIVs as developed by Dr. Dormitorio and Dr. Giambrone. These techniques have been previously published in the Journal of Avian Diseases. The four researchers will travel to Indianapolis to attend the American Association of Avian Pathologists (AAAP) meeting. This meeting will allow the Cuban scientists to network with participants and possibly develop long-term collaborations with them. The meeting will consist of at least 80 scientific presentations and 60 posters on all aspects of poultry diseases. The Cuban scientists will present a poster on their composting research results, and the Auburn scientists will present one on Auburn’s past collaboration with Cuba.
A. Dr. Giambrone will provide the following (see attached and expense sheet 1):

1. Serve as a liaison, where appropriate, between WPF and the layer sector and selected government officials in Cuba.
2. Assist WPF in advancing educational and training for the Cuban layer industry.
3. Conduct educational and training programs at Auburn for Drs. Pastor Alfonso and Carmen Laura.
4. Provide a written report on any activities undertaken on behalf of WPF.
5. Other duties as requested and agreed upon.

B. Suspension of agreement provisions.

Selected provisions of this agreement may be suspended or cancelled based on visa approval for the Cubans to travel to the US. Should visas be denied, the agreement provisions and budget regarding support of travel and laboratory training for Drs. Alfonso and Laura will suspended or terminated; although travel to Cuba for Dr. Giambrone would be supported. (Attached, expense sheet 2).

II. TERMS OF PAYMENT

A. WPF will provide Auburn University reimbursement on the following basis:
   a. Will pay actual costs for any out-of-pocket expenditures associated with coach air travel.
   b. WPF will pay U.S. Department of State federal reimbursement rates for hotels and meals while on Cuba travel for the WPF.
   c. Out of pocket costs (e.g. taxi, visa) for travel to Cuba. Any out-of-pocket costs above $25US will be documented with a receipt.
   d. Auburn University will invoice the WPF for all reimbursements.

B. The Contractor, at its own discretion, may send instruction for payment by wire transfer.

III. PERFORMANCE RESPONSIBILITY AND CONFLICT OF INTEREST

A. The responsibilities, functions and authorities in this Agreement cannot be assigned or in any other way transferred to third parties without the prior written approval of the WPF.

B. Under this agreement, the Contractor shall avoid any conflict of interest or the appearance of a conflict of interest when performing duties, functions and roles as the WPF’s representative, and any other activity or transaction.
C. The Contractor will directly communicate with Richard Fritz, the Managing Director of Program Development for the WPF and all notices and invoices are to be sent to:

Mr. Richard Fritz  
World Poultry Foundation  
Managing Director of Program Development  
2370 Ash Street  
Denver, CO 80207  
Office: (303) 408-3933  
Email: rfritz@globalagritrends.com

The WPF’s Managing Director of Program Development will in turn send notices and official correspondence to:

Mr. Randall Ennis  
World Poultry Foundation  
7027 Old Madison Pike, NW  
Suite 108  
Huntsville, AL 35806  
Email: Rennis@worldpoultryfoundation.org

All notices to the Institute shall be sent to:

Martha M. Taylor  
Assistant VP for Research  
Auburn University  
Office of Sponsored Programs  
310 Samford Hall  
Auburn University  
Auburn, AL 36849-5131

IV. REVIEW

The WPF reserves the right to review all training materials and other products funded by the WPF.

V. COMPLIANCE WITH APPLICABLE LAW

The Contractor shall give all notices and comply with all federal, state, and local law, ordinances, rules, regulations, and orders of any public authority, whether in the U.S., or elsewhere, bearing on the performance of the work hereunder.
VI. DURATION OF THE LETTER OF AGREEMENT AND TERMINATION

These arrangements supersede all prior arrangements and shall commence on May 1, 2017 and end December 1, 2017 unless earlier terminated at any time upon giving 60 days' written notice by either party to the other. If such prior termination is at the option of the WPF, the WPF's sole responsibility shall be to pay the Consultant the fees earned and reimbursement for the actual expenses incurred as of the effective date of termination when authorized, claimed and documented.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE DATES SHOWN BELOW:

BY: [Signature]  BY: ______________________

Date: May 1, 2017  Date: ______________________