

CONTRACT AGREEMENT

**Monsanto Company
Bourne Elliott Associates**

THIS AGREEMENT is made and entered into this 23rd day of October, by Monsanto Company and Bourne Elliott Associates (BEA). By means of this agreement, BEA will provide facilitation and other support services to Monsanto Company.

BEA AGREES:

- a. BEA shall provide the services of a professional facilitator to assist Monsanto in its efforts to establish and facilitate a Community Advisory Panel which promotes dialogue between Monsanto and the Anniston community around issues of mutual interest.
- b. BEA shall design and implement a process formulated to assist Monsanto in community outreach and to work with community leaders in their efforts to articulate environmental, health, safety and other community priorities. Assistance shall be provided for the initiation, management and facilitation of meetings and forums, the coordination of technical fact finding between Monsanto and community leaders involved in forums, and the organization of additional facilitation efforts necessary for the conduct of these tasks as determined by the representatives of BEA and Monsanto.
- c. Services provided by BEA under this contract will be conducted by Michael Elliott, except as mutually agreed upon by the representatives of Monsanto and BEA.

MONSANTO COMPANY AGREES:

- a. Monsanto hereby engages BEA to utilize its best efforts to provide facilitation and other support services, commencing on May 1, 1995 and extending until terminated as specified below.
- b. Monsanto agrees to compensate BEA for all activities associated with this Contract at a rate of \$125 per person-hour and to reimburse actual expenses incurred by BEA in the performance of this Contract. BEA reserves the right to modify the rate at any time upon 30 days notice to Monsanto once during each 12 month period following the first anniversary date of this Agreement.

MONSANTO AND BEA AGREE:

- a. This contract shall be in effect until termination by either Monsanto or BEA. Either shall have the right to terminate this Contract with at least twenty (20) days written notice. Monsanto shall be obligated to reimburse BEA for all amounts then due to BEA, in accordance with the terms of this Contract, up to the time of such termination.
- b. BEA will submit invoices for personal services and expenses on a monthly or quarterly basis, with payment by Monsanto to occur within 45 days of receipt of each invoice.
- c. The parties hereby designate the following persons, or their successors in title, as their representatives, to whom all notices, documents, requests and inquiries shall be addressed:

BEA:

Michael Elliott, Principal
Bourne Elliott Associates
738 Brookridge Drive
Atlanta, Georgia 30306

Monsanto Company:

Jack Mayausky
Plant Manager
Monsanto Company
300 Birmingham Highway
Anniston, AL 36201

- d. This contract is authorized by the officers of Monsanto Company and BEA as follows.

for Monsanto Company

By: _____
Jack Mayausky
Plant Manager

for Bourne Elliott Associates

By: _____
Michael Elliott, Principal

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