

First Amendment to the  
Letter Agreement dated November 10, 2014

Between

Monsanto Company And John Acquavella

THIS AMENDMENT, hereinafter called the "First Amendment" is made effective as of this 11<sup>th</sup> day of August, 2015, between Monsanto Company, hereinafter referred to as "Monsanto", and John Acquavella, hereinafter referred to as "Consultant".

WHEREAS, Monsanto and Consultant desire to modify certain provisions of the letter agreement (the "Agreement"), made between them as of the 10<sup>th</sup> day of November, 2014,

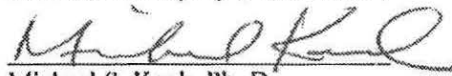
NOW, THEREFORE, Consultant and Monsanto mutually agree to amend the Agreement as follows:

1. The Consulting Period is hereby extended until November 9, 2016.
2. The Field in Paragraph 1. is replaced in its entirety with:  
*"1. During the Consulting Period and subject to the terms herein, you will provide Monsanto with the full benefit of your knowledge, experience and skill in the field of epidemiology as related to the glyphosate review by The International Agency for Research on Cancer, or any related or unrelated Statement of Work which shall be incorporated herein by reference ("Field")."*
3. Compensation in Paragraph 1 is increased to Fifty Thousand Dollars (\$50,000.00) for each year of the Consulting Period.
4. An exemplary Exhibit A, Statement of Work, is hereby added to the Agreement.
5. An Exhibit B, Monsanto Travel Policy, is hereby added to the Agreement.

All terms and conditions of the Agreement, except as amended or modified herein, shall remain in full force and effect, and the Agreement, as amended by this First Amendment, is hereby ratified and confirmed in all respects.

IN WITNESS WHEREOF, this First Amendment has been executed on behalf of each party as of the day and year set forth above.

Monsanto Company ("Monsanto")



Michael S. Koch, Ph. D.  
Lead, Toxicology & Nutrition Center

John Acquavella ("Consultant")



John Acquavella, Ph.D.

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A-14-06140

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Pilliod v. Monsanto

**EX. 0340**

Case No: RG17862702

MONGLY04920222

EX. 0340 - 1

## Exemplary Exhibit A

### Statement of Work

The following items shall be appropriately addressed in the format for each Statement of Work.

#### Project

- Name
- Description
- Beginning Date
- Ending Date

#### Deliverables

- Detailed Objectives

#### Project Cost

- Total project cost:
- Schedule of payment:

#### Resources

- Identify Monsanto Authorized Agent(s)
- Identify Consultant Authorized Agent(s)

ACCEPTED AND AGREED TO:

Monsanto Company ("Monsanto")

John Acquavella ("Consultant")

\_\_\_\_\_  
Name  
Title  
Date: \_\_\_\_\_

\_\_\_\_\_  
John Acquavella, Ph.D.  
Date: \_\_\_\_\_

## Exhibit B

### Monsanto Travel Policy

#### TRAVEL GUIDELINES POLICY

All contractors and consultants must have all planned expenses documented and pre-approved in advance. Monsanto reserves the right to dispute and not pay for certain expenses that are not found to be reasonable or that have not been pre-approved.

Additionally, if you or your firm are working on several projects for Monsanto on the same trip, planned expenses must be pre-approved by all Monsanto parties involved and separated accordingly by project with a document that clearly shows the split of all expenses between the parties.

#### Receipts

Receipts must be submitted in order to be reimbursed. If there are no detailed receipts and no documentation, Monsanto reserves the right to not reimburse for those expenses. All planned expenses MUST be pre-approved by Monsanto.

#### Airline Travel

All air travel must be in economy/coach class. First class travel at Monsanto expense is not permitted. Business class is acceptable under the following circumstances:

- Flights with six (6) hours or more of actual in-flight travel time per leg (must be in the air for a continuous six (6) hours or more)."

#### Guidelines for Rental Cars

Intermediate class car rental costs are the maximum for which Monsanto will reimburse contractors and consultants, net of any discounts. When three or more people in your party are traveling together and using one rental car, a larger vehicle than Intermediate size, can be reimbursed, but must be approved in advance.

#### Reimbursement for Personal Auto Usage

Monsanto will reimburse at the current IRS mileage rate for each mile driven in their personal auto. Monsanto will not be reimbursed for any depreciation, repairs and maintenance to their personal car (i.e. gas, oil, or flat tire) even if these costs result from business travel. These costs are included in the mileage reimbursement rate.

To be reimbursed for use of their personal auto for business, travelers should provide on their expense report:

Purpose of the trip; date and location; mileage driven

Parking fees, tolls, etc. may also be reimbursed

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#### Hired Car Service

The use of limo service is prohibited.

#### Taxi

Travel by taxi is permitted where public transportation is unavailable or inappropriate. Travelers should always verify the fare and method of payment before entering a taxi. Travelers are encouraged to share ground transportation with other employees whenever possible. Monsanto does not reimburse for taxi to airports from home.

#### Other Ground Transportation

The use of public transportation (light rail, metro bus services, etc) is permitted and encouraged whenever and wherever appropriate as a means of transportation.

*Hotel shuttle services should be used to/from airports and hotels whenever possible.*

#### Long Term Housing:

Monsanto does not reimburse for long term housing unless separately negotiated and agreed in writing.

#### Guidelines for Hotel Selection

Monsanto has negotiated rates that are open to suppliers when on Monsanto business. When making reservations, they should state that they are with Monsanto and are to obtain the Monsanto rate. If there is no negotiated rate with the hotel, the cap on hotel expenses will be capped per GSA link below.

#### Cap on Expenses:

Meals and expenses are to be reimbursed not to exceed domestic per diem GSA:

<http://www.gsa.gov/portal/category/21287>



## Statement of Work

John Acquavella

### Project

- Name: Glyphosate Expert Panel
- Description: Conduct a systematic review and analysis of the published epidemiological data on glyphosate exposure and risk.
- Beginning Date: August 17, 2015
- Ending Date: December 31, 2015

### Deliverables

- Detailed Objectives
  1. Review glyphosate articles and generate summary
  2. Attend the Intertek Scientific & Regulatory Consultancy ("Intertek") Expert Panel Meeting
  3. Coordinate the epidemiology portion of Intertek and generate a draft manuscript on glyphosate exposure and risk

### Project Cost

- Total project cost: Not to exceed Twenty-four Thousand Dollars (\$24,000.00)
- Project cost includes reimbursement for travel or other expenses.
- Schedule of payment: Twenty-four Thousand Dollars (\$24,000.00) upon execution of Statement of Work.

### Resources

- Identify Monsanto Authorized Agent(s):

Donna Farmer

**REDACTED**  
**REDACTED**@monsanto.com

Michael Koch

**REDACTED**  
**REDACTED**@monsanto.com


- Identify Consultant Authorized Agent(s):

John Acquavella

**REDACTED**  
**REDACTED**@gmail.com

ACCEPTED AND AGREED TO:

Monsanto Company ("Monsanto")

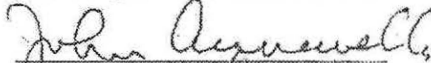


Michael S. Koch, Ph.D.

Lead, Toxicology & Nutrition Center

Date: 18-Aug-2015

John Acquavella ("Consultant")



John Acquavella, Ph.D.

Date: 8/13/15

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