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NOTICE OF COOPERATIVE AGREEMENT AWARD  
 BETWEEN  
 THE XXXXX PINK BOLLWORM ERADICATION FOUNDATION  
 (FOUNDATION);  
 THE XXXXX DEPARTMENT OF AGRICULTURE (STATE)  
 AND  
 THE UNITED STATES DEPARTMENT OF AGRICULTURE  
 ANIMAL AND PLANT HEALTH INSPECTION SERVICE  
 PLANT PROTECTION AND QUARANTINE (APHIS)

Under the provisions of Article 21 of Notice of Cooperative Agreement Award Number 55-555-5555-CA, the XXXXX Pink Bollworm Eradication Program is hereby continued for Federal Fiscal Year 2008. The program recognizes the continued infestations of the pink bollworm and its severe, negative impact on cotton production in the State of XXXXX. The terms and conditions of this Agreement are presented in their entirety below.

ARTICLE 1

This agreement establishes the cooperative relationship among the Foundation, the State, and APHIS, to carry out the XXXXX Pink Bollworm Eradication Program in recognition of continuing infestations of the cotton pink bollworm in XXXXX. The purpose of this Agreement is to provide Federal financial assistance to the Foundation as it conducts cotton pest survey and eradication activities.

ARTICLE 2

The Secretary is authorized under the Plant Protection Act, 7 USC 7701-7772, (Public Law 106-224), to cooperate with other Federal agencies or entities, States or political subdivisions of States, national governments, local governments of other nations, domestic or international organizations, and other persons to carry out operations or measures to detect, control, eradicate, suppress, prevent, or retard the spread of plant pests and noxious weeds.

Authority exists for the Foundation to eradicate pink bollworm, under XXXXX Agriculture Code, Chapter XX, Subchapter D, enacted in 19XX, and as amended by SB XXX in 1997.

ARTICLE 3

The cooperating parties agree to/that:

- a. A mutually satisfactory annual Work Plan and Financial Plan developed by the Cooperator and APHIS are incorporated into this Agreement by reference.

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b. The provisions of this Agreement will not replace functions that are being conducted by the State and/or Foundation but will supplement those activities and increase program benefits to all parties.

c. The employee(s) responsible for this work will be under the general program direction of the State and/or Foundation and APHIS. Supervision of personnel will be provided by their employing organization, and they will be subject to their employing organization's rules and regulations.

d. APHIS will provide, through loan, the use of APHIS owned property and equipment to be used by the cooperator if agreed upon as necessary.

e. A physical inventory of all Federally-owned equipment loaned to the Cooperator will be made, by APHIS, at least annually. Periodic reviews will be made as deemed necessary by APHIS.

f. The Cooperator shall be responsible for all maintenance, repairs and liability for any Federally-owned property while on loan from APHIS.

g. Any lost, stolen, destroyed, or damaged federally owned property must be reported to the APHIS State Office, for completion, as applicable, of a Report of Transfer or Other Disposition or Construction of Property (Form AD-107) or a Report of Unserviceable, Lost, or Damaged Property, (Form Ad-112).

h. Procurement, contracting, and personnel, and other administrative function activities will be completed in the most cost and program effective manner in accordance with applicable laws and regulations of the party performing the function or as outlined in this agreement with respect to ownership or property.

i. Contracts issued for aerial or ground application and purchase of pesticides and other material or services needed to operate the Program will be in accordance with applicable Federal, XXXXX laws. Such contracting and purchasing will be accomplished with the mutual consent of the parties and will be done in a fair and competitive basis. One prospectus and contract will be developed for use on all aerial contracting. Changes may be made on a case-by-case basis, if mutually agreeable.

j. Expenditures of the Organization to be included in the Program cost computations are those allowable under OMB Circular A-122, relocated to 2 CFR Part 230, "Cost Principles for Non-Profit Organizations," and as approved by APHIS when required under the Circular.

k. An annual accounting will be made at the end of each Federal fiscal year and will reflect each party's annual contributions, cumulative Program expenditures, and

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percentage of Program share. Additional expenditures, by either party are permitted; such costs are only allowable under OMB Circular A-122, relocated to 2 CFR Part 230, "Cost Principles for Non-Profit Organizations."

l. Advances or reimbursements between the parties may be withheld until required financial reports are received or discrepancies, if present, are resolved.

m. Transfers of funds among direct budget object classes that exceed 10 percent of the total project budget for the current funding period must be approved in writing by the APHIS signatory to this Agreement.

n. The State and/or Foundation, as recipients of federal financial assistance, have a primary responsibility for management of the XXXXX Pink Bollworm Eradication Program with collaborative technical and operational support from APHIS. Each agency operates under its own charters, authorities, rules, and regulations, as applicable. Nothing in this agreement or the obligations arising therefrom shall be construed as creating or establishing an agency relationship between the parties.

#### ARTICLE 4

The Foundation agrees to/that:

a. Designate \_\_\_\_\_ as its authorized representative who shall be responsible for collaboratively administering the activities conducted under this Agreement.

b. Furnish qualified personnel, as required, to conduct the Program activities outlined in the Work Plan and Financial Plan.

c. Provide funds as partial payment of expenditures incurred in carrying out the terms of this Agreement in accordance with the Work Plan and Financial Plan.

d. Submit to APHIS' authorized representative quarterly accomplishment reports on program activities outlined in the Work Plan and Financial Plan. The reports will be used by APHIS to verify compliance with provisions of this Agreement. These reports are due no later than 30 days after the end of each Federal fiscal quarter except the final report which is due no later than 90 days after the Agreement expires or terminates.

e. Submit to APHIS' authorized representative a properly certified quarterly Financial Status Report, SF-269, no later than 30 days after the end of each Federal fiscal quarter and a final SF-269 no later than 90 days after the Agreement expires or terminates. Any requests for an extension of time to submit the SF-269 must be made in writing to APHIS' authorized representative before expiration of the initial 30 or 90 day

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period allowed for submitting the report. Extensions of time to submit the SF-269 are subject to the discretion of APHIS' authorized representative and, if allowed, shall be provided by the authorized representative in writing.

f. Treat any program income derived under this in accordance with the provisions of 7 CFR 3016.25(g)(3) or 7 CFR 3019.24(b)(2), as applicable, which provides for use to finance the non-Federal share of the project or program.

g. Submit to APHIS a properly certified Request for Advance or Reimbursement, SF-270, when requesting payment for expenditures. A payment request may be submitted quarterly or more frequently; however, advance of funds will be made by APHIS in increments as indicated under 11.j of the SF-270 to cover monthly disbursement needs.

h. Obtain a Dun and Bradstreet (D&B) Data Universal Numbering System (DUNS) number by calling D&B at (800) 333-0505 (most expeditious) or visiting their website at <http://www.dnb.com/us>. This requirement does not apply to individuals applying for assistance, unless it supports a business or non-profit organization they operate. Upon obtaining the DUNS number, the State and/or Foundation further agree to register in the Central Contractor Registry (CCR) by visiting their website at <http://www.ccr.gov> (most expeditious) or calling 888-227-2423. This registration will provide a means to receive electronic funds transfers of all payments requested on the SF-270. Cooperators without accounts at financial institutions can request waivers due to hardship because of physical or geographical barrier.

i. Electronic payments status information can be obtained by accessing the United States Treasury's Financial Management Service Payment Advice Internet Delivery (PAID) system, available at no-cost. Banking information is not available, and data is kept on-line for 60 days. To register, access the PAID website at <http://fms.treas.gov/paid>. One of three payment options are available: (1) web access only, (2) web access and e-mail notification of when a payment has been made, and (3) web access and e-mail delivery of remittance information. Cooperators should contact their central finance office to determine whether registration has been accomplished for their entire agency or institution.

j. APHIS may withhold payments called for in Article 5.b under the conditions outlined in 7 CFR 3016.21(g) or 7 CFR 3019.22(h)

k. Comply with 7 CFR 3017, Subpart C to ensure that any sub recipients that carry out the provisions of this agreement are not debarred or suspended. Sub recipients are required to disclose if they, or any of their principals, are presently excluded or disqualified.

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l. Comply with and enforce the requirements for a drug-free workplace as mandated in 7 CFR 3021, "Governmentwide Requirements for Drug-Free Workplace".

m. When connected to the USDA, APHIS network, comply with the security guidelines as outlined in the USDA Cyber Security Manual Series 3500; including USDA Departmental Manual (DM) 3515, "Privacy Requirements", and USDA DM 3525, "USDA Internet Use and E-Mail Security". The State and/or Foundation will not download any material bearing a copyright (i.e., pictures, movies, or music files) nor access any material defined as inappropriate in these regulations and directives.

n. Work with APHIS to ensure compliance with National Institute of Standards and Technology (NIST) system requirements and APHIS' Certification and Accreditation (C&A) standards. Specifically, the Cooperator will comply with NIST SP 800 – 37, "Guide for the Security Certification and Accreditation of Federal Information Systems"; NIST SP 800 – 53, "Recommended Security Controls for Federal information Systems"; APHIS C&A Manual including APHIS C&A Templates; and any other relevant NIST and APHIS guides. Refer to the NIST website at <http://csrc.nist.gov/publications/nistpubs/index.html> to obtain copies of the NIST C&A publications.

o. When transmit frequency determining devices (transmitters) are owned by the Federal Government, the Federal Government will have responsibility for frequency support (frequency authorizations for fixed locations). If Cooperator-owned devices are provided, it will be the Cooperator's responsibility to obtain frequency support by application to the Federal Communications Commission for use of government frequencies, or to obtain non- government frequencies. All radio equipment will be maintained to original factory technical specifications. Mobile radio equipment removed from service will be kept at a central location with notification made to the designated Federal official. Notification of any changes, relocation, or removal of base stations or repeater stations in the system will be made to the APHIS Radio Communications Manager at Lakewood, Colorado, who will be available for technical guidance and, if needed, make periodic trips to monitor the system.

p. Maintain an inventory control system of property purchased by the Cooperator in whole or in part with Federal funds as well as Federally-owned equipment on loan to the Cooperator, if any, as required in the Section entitled "Equipment" of 7 CFR 3016.32. Cooperators, except States, will provide a copy of the inventory to APHIS at the end of the funding period.

q. When the Federal share of total project costs as reflected in the Financial Plan is over \$100,000 and a cumulative transfer among direct cost categories is in excess of ten percent of the current approved total budget, the Cooperator will request written prior approval for the budget revision. The Cooperator will submit a revised SF-424A,

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Budget Information, and detailed Financial Plan under a cover letter to the APHIS awarding official containing a narrative justification for the proposed revision.

r. Submit to APHIS’ designated Federal official all property management and accident reports.

s. MRP Form 74, Vehicle Sharing Checklist, will be completed before and after the vehicle is shared.

t. Manage APHIS-owned vehicles in accordance with the following terms and conditions and as outlined in the APHIS Motor Vehicle Fleet Management Manual:

1. Use APHIS-owned and/or leased vehicles for official Program activities only. Home-to-work transportation will not be authorized.

2. The registration for these vehicles will remain with APHIS. United States Government license plates will remain on each vehicle and only operators with a valid State driver’s license, and approved to operate Program vehicles, will be authorized to operate these Federal vehicles.

3. All Federal gasoline credit cards will be surrendered to and retained by APHIS.

4. Complete an annual vehicle inspection. Each Federally-owned vehicle must be inspected by a qualified mechanic a least once a year. The Cooperator’s operator should obtain the inspection, if possible, at a time when other maintenance is scheduled. Inspections may be obtained from a Government facility, an authorized dealer, or a qualified commercial garage or service station. The Cooperator’s operator must provide the facility doing the inspection with an Annual Vehicle Inspection Checklist, MRP-65. The original MRP-65 is retained in the vehicle with a copy to APHIS’ State Plant Health Director’s office.

5. Accommodate APHIS in conducting a physical inventory of all Federally-owned property to include vehicles upon the date of delivery to the Program. These records will be the property of APHIS.

6. Each Program work unit will maintain proper security and control over their respective inventory of Federally-owned or leased vehicles. As well as providing off street storage facilities. Any vehicle moved from one location to another will be properly documented and reported to the APHIS Co-Director or his designee, the Program Vehicle Fleet Manager in the XXXXX headquarters office in order to revise the inventory listing and/or complete an AD-107 “Report of Transfer or Other Disposition or Construction of Property,” when necessary.

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7. Any lost, stolen, or damaged Federally owned/leased vehicles must be reported to the Program Vehicle Fleet Manager in XXXXX headquarters office for completion of the following forms; AD-107, "Report of Transfer, or other Disposition or Construction of Property," or AD-112, "Report of Unserviceable, Lost or Damaged Property."
8. Cover all operation costs of the vehicles while they are on loan.
9. Submit to the APHIS designated Federal official (Co-Director) all property management and accident reports required and/or prepared in the event of an accident. These requirements are specified in the USDA, APHIS, Motor Vehicle Fleet Management Manual and the USDA, APHIS Personal Property Manual.
10. Ensure that complete accident reporting kits are maintained in the APHIS owned/leased vehicles at all times.
11. Provide routine maintenance and repair all damages to Federally-owned/leased vehicles, less normal wear and tear, except the replacement costs are reimbursable to APHIS. Safety inspection, usage, maintenance, and reporting will be subject to those requirements as stated in the USDA, APHIS Motor Vehicle Fleet Management Manual and the USDA, APHIS Personal Property Manual and as stated in the manufacturer's vehicle manuals.
  - u. Provide 30 days notice to APHIS when Federally-owned/leased vehicles will no longer be needed for use on the Program or provide 30 days temporary storage for the vehicle at a central location to be mutually agreed upon by the State and/or Foundation and APHIS pending disposition advice. All vehicles loaned to the State and/or Foundation will be subject to recall by APHIS in the event the vehicles are necessary to conduct other APHIS programs.
  - v. The value of any APHIS owned/leased vehicles (determined by APHIS Marketing and Regulatory Practices Business Services, Administrative Services Division, Property Team) should they be totally destroyed or damaged, less normal wear and tear, will be billed to the State and/or Foundation or its designated insurance company for the National Automobile Dealers Association's average retail value adjusted for use and options, upon completion of this agreement. The cost of storage and any other cost associated with the disposition of a vehicle, less salvage value, will also be adjusted.
  - w. Provide partial vehicle support for its employee(s) while performing the activities outlined in the Work and Financial Plans.
  - x. Pay for all environmental sample processing.

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y. Bill APHIS under a separate lease for the costs of space and utilities occupied by APHIS personnel.

z. Indemnify and hold harmless the United States, its officers, agents, and employees, from and against any and all liability, damage, loss, cost and expense, which may accrue to or be sustained by the United States, its officers, agents, or employees, on account of any claim, suit, or action, made or brought against the United States, its officers, agents, or employees, for the death of or injury to persons, or damage to or destruction of property sustained in connection with this Agreement, except any negligent or wrongful disregard of human rights, safety, or property, perpetrated by the United States, its agencies, subdivisions, officers, agents or employees.

aa. Comply with the requirements for coordination, development, and use of geospatial data as mandated in OMB Circular A-16, Coordination of Geographic Information and Related Spatial Data Activities.

bb. Each Program work unit will maintain proper security and control over their respective inventory of Federally-owned trailers. Any trailer moved from one location to another will be properly documented and reported to the APHIS Co-Director or his designee, the Program Manager in XXXXXXXXX headquarters office in order to revise the inventory listing and/or complete an AD-107 “Report of Transfer or Other Disposition or Construction of Property,” when necessary.

cc. Any lost, stolen, or damaged Federally owned/leased property to include trailers must be reported to the Program Manager in XXXXXXXXX headquarters office for completion of the following forms; AD-107, “Report of Transfer, or other Disposition or Construction of Property,” or AD-112, “Report of Unserviceable, Lost or Damaged Property.”

dd. Cover all operation costs of the trailers while they are on loan.

ee. Provide routine maintenance and repair all damages to Federally-owned/leased property to include trailers, less normal wear and tear, except the replacement costs are reimbursable to APHIS.

ff. Provide 30 days notice to APHIS when Federally-owned/leased trailers will no longer be needed for use on the Program or provide 30 days temporary storage for the trailer at a central location to be mutually agreed upon by the State and/or Foundation and APHIS pending disposition advice. All property loaned to the State and/or Foundation will be subject to recall by APHIS in the event the vehicles are necessary to conduct other APHIS programs.

gg. Meet the reporting requirements of the Federal Funding Accountability and Transparency Act by providing the following information. Parent organization



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DUNS number; primary place of performance street address, city, county, state, country and zip code; indicate if performance is in multiple counties and/or states; and provide any comments that might be relevant. APHIS will provide a supplemental sheet for the Cooperator's convenience in recording this information.

hh. Upon submission of the final SF-269, execute a formal revision for any decrease of \$1,000 or more in the Federal funding level of the agreement as provided for in OMB Circular A-102.

## ARTICLE 5

APHIS agrees to/that:

- a. Designate \_\_\_\_\_, State Plant Health Director, as its Authorized Departmental Officer's Designated Representative who shall be responsible for collaboratively administering the activities conducted under this Agreement.
- b. Provide funds on an advance or reimbursable basis as partial payment of allowable, agreed-to costs incurred by the State and/or Foundation in carrying out the terms of this Agreement in accordance with the Work Plan and Financial Plan.
- c. Make advance payments, if requested by the State and/or Foundation, monthly and upon receipt of a properly certified Request for Advance or Reimbursement, SF-270.
- d. Provide personnel and other resources to carry out its exclusive survey responsibilities as outlined in the Work and Financial Plans. Provide personnel to assist in the management of the Program and provide administrative oversight to Program operations consistent with the Work Plan.
- e. Assist the State and/or Foundation in identifying qualified candidates to perform activities outlined in the Work Plan and Financial Plan and provide general program direction to employees assigned to the cooperative endeavor. However, the assigned employees will remain subject to the State and/or Foundation's rules and regulations.
- f. Provide special training to carry out assignments, as mutually deemed necessary.
- g. Conduct a physical inventory of all Federally-owned equipment loaned to the Foundation at least annually and make periodic reviews as deemed necessary.

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## ARTICLE 6

State agrees to:

- a. Designate in writing to the Foundation and APHIS its authorized representative who shall be responsible for collaboratively administering the activities conducted under this Agreement.
- b. Provide program oversight and regulatory support to the Foundation.

## ARTICLE 7

This Agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS upon failure of Congress to so appropriate. This Agreement also may be reduced or terminated if Congress only provides APHIS funds for a finite period under a Continuing Resolution.

## ARTICLE 8

Actual costs incurred for unemployment insurance or equitable contributions made to a self-insured unemployment fund are allowable. APHIS does not allow payment of costs incurred for unemployment claims.

## ARTICLE 9

Under 41 USC 22, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

## ARTICLE 10

As a condition of this award, the cooperator agrees to comply with the requirements contained in the United States Department of Agriculture's "Uniform Federal Assistance Regulations", 7 CFR 3015; "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", 7 CFR 3016; and/or "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations", 7 CFR 3019; in addition to "Governmentwide Debarment and Suspension (Non-Procurement)", 7 CFR 3017; "Governmentwide Requirements for Drug-Free Workplace", 7 CFR 3021; "New Restrictions on Lobbying", 7 CFR 3018; and Office of Management and Budget regulations governing "Controlling Paperwork Burdens on the Public", 5 CFR 1320.

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#### ARTICLE 11 – TITLE TO EQUIPMENT

APHIS reserves the right to transfer title to any equipment purchased partially or fully by the Cooperator under this Agreement with Federal funds within 120 days after the end of the Federal support of the project for which it was acquired. Upon transfer of title, the Cooperator will be entitled to compensation equal to its percentage of participation in the purchase of the equipment in the year purchased, applied to the fair market value in the year title is transferred.

#### ARTICLE 12

The Foundation has the explicit duty of notifying APHIS' authorized representative, in writing, prior to the time of application for any patent or invention which is paid for in any manner or any percentage of funds provided by APHIS. This duty is not limited to the period during the Agreement, but may arise at any time during or subsequent to the Agreement. APHIS reserves to itself a royalty-free, nonexclusive, and irrevocable right to use and authorize others to use the product or invention produced under this Agreement for Government purposes. APHIS also retains the ability to force utilization of the patented invention by designating licenses in any field of use where the patentee has failed to act with reasonable diligence.

Any royalties or equivalent income earned during the effective period of this Agreement on patents or inventions derived under this Agreement shall be considered program income and treated under the provisions of 7 CFR 3016.25(g)(1) or 7 CFR 3019.24(b)(3) as applicable.

#### ARTICLE 13

APHIS reserves a royalty-free, nonexclusive, and irrevocable license to exercise, and to authorize others to exercise, the rights for Federal government purposes to copyrighted materials developed under this Agreement. Subject to this license, the owner is free to exercise, preserve, or transfer all its rights. The State and/or Foundation shall ensure that no agreement is entered into for transferring the rights which would conflict with the nonexclusive license of APHIS.

Any royalties or equivalent income earned during the effective period of this Agreement on copyrighted material derived under this Agreement shall be considered program income and treated under the provisions of 7 CFR 3016.25(g)(1).

#### ARTICLE 14

The final draft of any funded publication or audiovisual must be submitted by the State and/or Foundation to APHIS' authorized representative prior to final printing, editing or release of the product so that APHIS can make a determination as to whether APHIS'

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participation in the project will be acknowledged. APHIS, furthermore, may require that the State and/or Foundation modify or purge any acknowledgment of its support for activities conducted under this Agreement as a result of its review of a final draft. If APHIS has not responded within 30 days of receipt of the draft, the Cooperator will be free to proceed with publication without an acknowledgment. In the event that APHIS elects not to acknowledge the product, the State and/or Foundation agree not to attribute sponsorship by APHIS by any means including, but not limited to, publications, interviews, new releases, etc.

When an acknowledgment is desired by APHIS, unless otherwise instructed by APHIS, the statement shall read: “This material was made possible, in part, by a Cooperative Agreement from the United States Department of Agriculture’s Animal and Plant Health Inspection Service (APHIS). It may not necessarily express APHIS’ views.”

Additionally, any other acknowledgment, including use of the APHIS Logo, by the State and/or Foundation of APHIS support shall have the express written permission of APHIS through its representative designated under this Agreement.

#### ARTICLE 15

The State and/or Foundation agree to comply with the requirements of 41 CFR 101-38.301-1 (41 CFR 102-34 Subpart C) and vehicle usage policy as stated in the APHIS Motor Vehicle Fleet Management Manual. The State and/or Foundation further agrees to indemnify the United States of America for any and all property damage and personal injury caused by the State and/or Foundation’s employees resulting from use of said vehicles, and further agrees to save and hold harmless the United States of America from any and all claims for such property damage and personal injury caused by the State and/or Foundation’s employees. The State and/or Foundation’s further agrees to reimburse the United States of America by and through APHIS for any property damage to any Federally owned or leased vehicles, less normal wear and tear, which may occur through the use of said vehicles under this Agreement.

#### ARTICLE 16

As a condition of this Agreement, the recipient assures and certifies that it is in compliance with and will comply in the course of this Agreement with all applicable laws, regulations, Executive Orders, and other generally applicable requirements including those set out in 7 CFR 3019, which are hereby incorporated in this Agreement by reference, and such other statutory provisions as are specifically set forth herein.

#### ARTICLE 17

In the case of any equipment or product that may be authorized to be purchased with

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financial assistance provided using funds made available under the Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act for the current Federal fiscal year, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

#### ARTICLE 18

The United States may be liable for the negligent act or omission of a Federal employee acting within the scope of his/her employment to the extent compensation is available pursuant to the Federal Tort Claims Act (FTCA), 28 USC 2671 et.seq. Any relief shall be provided pursuant to the procedures set forth in the FTCA and applicable regulations.

#### ARTICLE 19

The funding period is the period during which this Agreement is in effect. Any funds not obligated by the State and/or Foundation during the funding period will revert to APHIS upon the expiration or termination of this funding period. Under 7 CFR 3019.25 or 7 CFR 3016.30, this Agreement is subject to a one-time extension of up to 12 months to complete this project. The State and/or Foundation must submit a written request including an SF-424, Application for Federal Assistance, to extend the duration to be received by APHIS at least 10 days prior to the expiration of the funding period. The SF-424 must be accompanied by a justification explaining the reason for program delays, the program impact without the extension, and the anticipated completion date. During the extension period, financial and progress reports will continue with the same frequency as provided in the original funding period. As stated in 7 CFR 3019.25 or 7 CFR 3016.30, requests for extension purely to obligate funds will be denied by APHIS.

Additionally, APHIS may, upon written request to APHIS by the State and/or Foundation at least 10 days prior to the expiration of the funding period, allow a no cost extension to extend the due date for any financial or progress reports, as required under this Agreement and supporting Federal Regulations, for a period of time to be determined by APHIS.

#### ARTICLE 20

No person in the United States shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in programs or activities funded in whole or in part by the United States Department of Agriculture based on race, color, national origin, age, disability, and, where applicable, sex, religion or political beliefs.

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## ARTICLE 21 – TRAFFICKING IN PERSONS

APHIS, as the Federal awarding agency, hereby advises the Cooperator, as the recipient, that they are subject to the provisions of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 USC 7104(g), as follows:

- a. Provisions applicable to a recipient that is a private entity.
  - 1) You, as the recipient, your employees, sub recipients under this award, and sub recipients' employees may not—
    - a) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
    - b) Procure a commercial sex act during the period of time that the award is in effect; or
    - c) Use forced labor in the performance of the award or sub awards under the award.
  - 2) We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a sub recipient that is a private entity—
    - a) Is determined to have violated a prohibition in paragraph a.(1) of this award term; or
    - b) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.(1) of this award term through conduct that is either—
      - i) Associated with performance under this award; or
      - ii) Imputed to you or the sub recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 7 CFR 3017.
- b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a sub recipient that is a private entity—
  - 1) Is determined to have violated an applicable prohibition in paragraph a.(1) of this award term; or

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2) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.(1) of this award term through conduct that is either--

a) Associated with performance under this award; or

b) Imputed to the sub recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 7 CFR 3017.

c. Provisions applicable to any recipient.

1) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.(1) of the award term.

2) Our right to terminate unilaterally that is described in paragraph a.(2) or b of this section:

a) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 USC 7104(g)), and

b) Is in addition to all other remedies for noncompliance that are available to use under this award.

3) You must include the requirements of paragraph a.(1) of this award term in any sub award you make to a private entity.

d. Definitions. For purposes of this award term:

1) "Employee" means either:

a) An individual employed by your or a sub recipient who is engaged in the performance of the project or program under this award; or

b) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third part as an in-kind contribution toward cost sharing or matching requirements.

2) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or

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services, through the use of force, fraud, or coercion for the purpose of subsection to involuntary servitude, peonage, debt bondage, or slavery.

3) "Private entity":

a) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

b) Includes:

i) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

ii) A for-profit organization.

4) "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 USC 7102).

## ARTICLE 22

The Federal award for this Agreement is in the amount of \$XXXXXXX and the Cooperator's share is \$XXXXXXX for a total project cost of \$XXXXXXX. These contributions establish a cost share ratio which shall be maintained throughout the funding period. In the event that project costs are less than projected, the ratio will be maintained. Cost overruns will be the responsibility of the Cooperator, unless additional funding is secured from APHIS prior to the expiration of the funding period. This Agreement shall become effective October 1, 2007, and shall continue through September 30, 2008, subject to continuation in writing by mutual agreement of the parties. Further, this Agreement may be amended at any time during the effective period by mutual agreement of the parties in writing. It may be terminated following provisions of 7 CFR 3016.

Under the provisions of 7 CFR 3019.22 (k), recipients shall deposit and maintain advances of Federal funds in interest bearing accounts; and all annual interest in excess of \$250.00 will be refunded to Human and Health Services.

It is further understood by and between the parties that in all other respects, the terms, conditions and provisions of said Agreement shall remain in full force and effect.



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XXXXX PINK BOLLWORM ERADICATION FOUNDATION

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Mr. Smith  
Executive Director

Date

XXXXX DEPARTMENT OF AGRICULTURE

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Mr. Jones  
Deputy Commissioner

Date

UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE  
PLANT PROTECTION AND QUARANTINE

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Regional Director

Date