



JUL 11 2017

SUBJECT: ADS– Designation of Program/Technical Contact

TO: Karen D. Brinkman File Code: 120-12
Assistant State Conservationist-Partnerships and Initiatives, NRCS
Columbia, Missouri

You are hereby appointed the program/technical contact for agreement 68-6424-17-014 with the Curators of the University of Missouri.

As a designated representative acting on behalf of the Government during the grant performance period, the program/technical contact is in a position of great responsibility and importance.

Directly interfacing with the grantee, you are responsible for keeping the grants management specialist fully informed on progress and must monitor, inspect, and accept work performed under this agreement. As the program/technical contact, you are required to perform the following functions:

1. Maintaining an arm's length relationship with the grantee in the interest of financial assistance integrity as well as sound financial assistance management.
2. Keeping the specialist fully informed of any technical or financial assistance difficulties encountered during performance of the grant.
3. Assuring the specialist that the recipient is performing the technical requirements of the agreement in accordance with the terms and conditions of the grant.
4. Informing the recipient of failures to comply with the technical requirements of the grant and informing the specialist of any failures to do so.
5. Coordinating site entry for recipient personnel, if applicable.
6. Ensuring that Government-furnished property, if applicable, is available when required and reporting any accountable property to the appropriate personnel.
7. Ensuring that all required items, documentation, data, and reports are submitted as required by the grant.
8. Reviewing invoices for advances or cost-reimbursement type work. Recommending approval by the specialist if the recipient's costs are consistent with the grantee's proposal or negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure.
9. Reviewing invoices for completeness and accuracy, ensuring that hours billed are identified on the invoices and are in accordance with the grant terms.
10. Documenting actions taken and decisions made as the program/technical contact and maintaining adequate records to sufficiently describe the performance of duties as program/technical contact during the life of this agreement. As a minimum, the program/technical contact file should contain copies of the following:

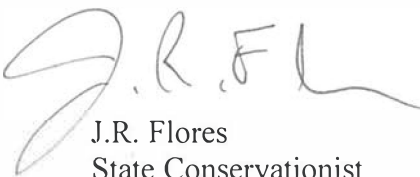
Agreement Number: 68-6424-17-014

- a. Program/technical contact appointment memorandum and acknowledgement.
 - b. The grant and any modifications.
 - c. All grant correspondence (formal and informal).
 - d. All discussions (formal and informal) between program/technical contact and recipient.
 - e. Invoices.
 - f. Closeout.
11. Final inspection and acceptance of all work required under the recipient, including the review and approval of reports and assisting the specialist with grant closeout activities.
 12. Any required reports on recipient performance.

THIS APPOINTMENT AS PROGRAM/TECHNICAL CONTACT DOES NOT GIVE YOU THE AUTHORITY TO:

1. Award, agree to, or sign any grant. Only the specialist may make grant agreements, commitments, or amendments.
2. Make any commitments or otherwise obligate the Government to make any changes to the grant.
3. Grant deviations from or waive any terms and conditions of the grant.
4. Impose or place a demand upon the recipient to perform any task or permit any substitution not specifically provided for in the grant.
5. Increase the dollar limit of the grant, authorize work beyond the dollar limit of the grant, or authorize the expenditure of funds.
6. Change the period of award for the grant.
7. Approve travel expenses over and above that provided for in the grant.

Please sign the acknowledgement of this appointment and return the original of this letter to me. Retain the duplicate of this letter for your records.



J.R. Flores
State Conservationist

PROGRAM/TECHNICAL CONTACT APPOINTMENT ACKNOWLEDGED:



Program Manager/Technical Contact

7-11-17

Date

STATEMENT OF WORK FOR COOPERATIVE AGREEMENT**68-6424-17-014****CURATORS OF THE UNIVERSITY OF MISSOURI**

This cooperative agreement is made between the U.S. Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) and the Curators of the University of Missouri (MU), hereinafter called the Recipient.

I. AUTHORITIES

Soil Conservation and Domestic Allotment Act, P.L. 74-76, N/A Statute N/A, 16 U.S.C 590 a-f. Catalog of Federal Domestic Assistance 10.902.

II. PURPOSE

The funds allocated in this partnership target technical assistance for conservation practices which improve the natural resources on agricultural lands in the state. Further, the recipient and NRCS both have staff trained in providing technical assistance and this agreement will allow both to expand their delivery of programs and services to additional landowners.

This agreement supports jointly-funded employees that provide the technical assistance tasks outlined in this agreement. The technical tasks generally consist of providing additional technical assistance to landowners with grassland livestock concerns. Technical assistance includes, but is not limited to, landowner contacts and consultation, on-site visits to assess and determine program eligibility, assistance with application processes, mapping, conservation plan development, toolkit applications, and follow-up.

III. OBJECTIVES

This long term objective of this partnership serves to improve grassland sustainability in Missouri. Working collaboratively, MU and NRCS will use one-on-one consultations, media offerings, and on-farm demonstrations to teach and assist landowners who want to make sustainable choices for grasslands. Both the recipient and NRCS recognize the efficiencies associated with combining and sharing resources in order to apply sound science, technology and skill to conservation management decisions.

Both parties desire to establish and continue a basis for an enduring working arrangement. The arrangement enables a planned program for furthering grassland technical assistance to the farmers and ranchers of Missouri. This undertaking is beneficial and will enhance the customer service delivery of NRCS conservation technical assistance and farm bill programs. This partnership will expedite and enhance the technical assistance and support delivered to participants in their implementation of planned conservation practices. The results of this partnership will strengthen, increase, and encourage the voluntary approach and participation of private landowners in NRCS programs.

IV. RESPONSIBILITIES OF THE PARTIES**A. NRCS will:**

1. Contribute 50% of the costs needed to support this initiative. Funding will support salary, benefits, and travel expenses needed to support work deliverables as outlined in this agreement. Level of support will be reviewed on an annual basis and may be renewed based upon federal funding available.
2. Advertise, promote and assist the recipient with coordination of grazing schools for landowners interested in technical assistance and participating in USDA conservation programs.

STATEMENT OF WORK FOR COOPERATIVE AGREEMENT**68-6424-17-014****CURATORS OF THE UNIVERSITY OF MISSOURI**

3. Organize partner organizations to identify key grazing and grassland management focus areas based on workload requests, existing natural resource concerns, and grassland opportunity areas. Utilize the information gained to drive local conservation priorities.
4. Work with the recipient to identify and prioritize delivery of technical assistance and conservation planning to landowners seeking grassland management and grazing land assistance. NRCS will work with the partner to insure landowners receive a conservation plan that addresses all resources concerns.
5. Provide, as needed, technical assistance training and guidance as available and approved by the NRCS. Provide availability to NRCS technology and technical tools, to the maximum extent possible, and provide quality assurance. Training will include but not be limited to the use of NRCS standards and specifications, planning tools, and agency job sheets.
6. Participate in targeted outreach efforts and related workshops, conducted by the recipient, to identify landowners and individuals with grassland and grazing land management resource concerns.
7. Publish at least one press release highlighting some aspect of grasslands, grazing management, soil health and/or conservation, or related topic.

B. The Recipient will:

1. Provide overall coordination of statewide grassland support in conjunction with local field office needs and those identified by state resource staff.
2. Assist with training NRCS staff at the Field Office Service Area level on grazing assistance plan development and needs of local producers.
3. Assist Natural Resource Inventory (NRI) Grassland team leaders with completion of NRI Grassland segments.
4. Provide up to eight grassland conservationists, strategically located in jointly agreed to key grassland locations, throughout the state. Specific activities will include, but are not be limited to:
 - a) Organize, coordinate, and/or present information on grasslands, grazing management, or forage-livestock concerns at least 8 field days, grazing schools, or pasture walks per employee per year.
 - b) Develop new or updated conservation plans with five producers per employee per year. Utilize NRCS conservation planning tool and appropriate job sheets to document planning decisions according to NRCS Standard and Specifications.
 - c) Develop new or updated conservation plans on at least 3,000 acres per employee per year; and complete required conservation practice design and certification for grazing plans.
 - d) Work on a team that establishes, maintains, and monitors at least three sites with established grasslands to further data collection regarding soil health and erosion.
 - e) Work on a team that establishes, maintains, and monitors at least two sites where native warm season grasses are included in pasture rotations.

STATEMENT OF WORK FOR COOPERATIVE AGREEMENT**68-6424-17-014****CURATORS OF THE UNIVERSITY OF MISSOURI**

5. Publish at least one press release or be a primary information source for a popular press article every 2 months highlighting some aspect of grasslands, grazing management, soil health and/or conservation, or related topic.
6. Author, or co-author, one newsletter or similar type article every 2 months highlighting some aspect of grasslands, grazing management, soil health and/or conservation, or related topic.
7. Provide a statement prior to the end of each quarter that estimates the total earned, but un-billed, amount due under the agreement. This statement shall be submitted to arrive to Jessica Phillips (Jessica.phillips@mo.usda.gov) before the 15th day of the following months: March, June, September, and December. The suggested format for submitting this information should state:

"Under grant/agreement number 68-6424-17-014 at the close of the quarter ending _____, (Recipient) anticipates incurring the following total cumulative value of work on the project: \$ _____. Of this amount, \$ _____ has previously been submitted for payment and \$ _____ has not been invoiced."

V. EXPECTED ACCOMPLISHMENTS AND DELIVERABLES

See Section IV of this agreement.

VI. RESOURCES REQUIRED

A. NRCS: Will provide use of USDA Service Center space and equipment in order to carry out activities included in this agreement, as necessary and if available.

B. Recipient: N/A

VII. MILESTONES (FROM START DATE)**A. Year 1****1. 3 Months**

- Identify the MU Specialists in the Agriculture & Natural Resources Extension that will be responsible for local efforts.
- Conduct a meeting with these MU specialists and appropriate NRCS personnel to coordinate specific plans.

2. 6 Months

- Form a core team in each region to assist landowners and monitor grassland health.
 - Identify three established cool season grasslands to monitor soil health and erosion.
 - Identify two sites to establish, maintain, and monitor native warm season grasses in pasture rotations.
- Identify a minimum of five producers per employee, who wish to develop or update their conservation plan.
- Author three news releases and ensure they are disseminated to appropriate press.
- Report accomplishments to Agriculture and Natural Resources (ANR) Director and NRCS State office.

3. 12 Months



**UNIVERSITY OF MISSOURI - COLUMBIA OFFICE
OF RESEARCH AND
OFFICE OF SPONSORED PROGRAMS ADMINISTRATION GRANT
ADMINISTRATIVE INFORMATION**

APPLICANT NAME AND ADDRESS:

The Curators of the University of Missouri
The University of Missouri
Office of Sponsored Programs Administration
115 Business Loop 70W
Mizzou North, Room 501
Columbia, MO 65211-0001
(573) 882-7560
grantsdc@missouri.edu

OVERNIGHT MAILING ADDRESS:

Office of Sponsored Programs Administration
115 Business Loop 70West
Mizzou North, Room 501
Columbia, MO 65203

MAKE AWARDS/CHECKS PAYABLE TO:

The Curators of the University of Missouri

CHECKS MAILED TO:

University of Missouri AR
PO Box 807012
Kansas City, MO 64180-7012

ORGANIZATION TYPE:

Public Institution of Higher Education and a Public Corporation under the laws of the State of Missouri (sec. 172.00 RSMo.)

COGNIZANT AUDIT AGENCY:

U.S. Department of Health and Human Services
Office of the Secretary, Div. of Cost Allocation
Room 1130 Main Tower Building
Dallas, TX 75202
ATTN: Branch Manager, Colleges and Universities

ADMINISTRATIVE CONTRACTING OFFICE:

Office of Naval Research, Chicago Branch
230 South Dearborn, Room 380
Chicago, IL 60604-1595

U.S. CONGRESSIONAL DISTRICT:

Fourth (4th) Congressional District

COUNTY:

Boone County, Missouri

TAX EXEMPT STATUS:

Exempt by virtue of being an organization as described in Section 115 of the Internal Revenue Code of 1954; the University is an instrumentality of the State of Missouri

EMPLOYER ID NUMBER:

43-6003859

MISSOURI STATE VENDOR NUMBER:

436003859D7

DUNS NUMBER:

153890272 Columbia Campus
006326904 UM System (US Department of ED)

AUTHORIZED SIGNATURES:

1st Primary:

Karen M. Geren, Pre-Award Manager
Office of Sponsored Programs Administration
University of Missouri

2nd Primary:

Craig David, Director
Office of Sponsored Programs Administration
University of Missouri

1st, 2nd, 3rd Alternate:

Jamie Szabo, Senior Compliance Manager
Jeremy Cox, Senior Accountant
Michelle L. Smith, Sr. Grants and Contracts Admin.
Office of Sponsored Programs Administration
University of Missouri

Financial Officer:

Jamie Szabo, Senior Compliance Manager
Office of Sponsored Programs Administration
University of Missouri

Business Contact:

Craig David, Director
University of Missouri
Office of Sponsored Programs Administration
115 Business Loop 70West
Mizzou North, Room 501
Columbia, MO 65211-0001
(573) 882-7560
grantsdc@missouri.ed

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.


PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

- | | |
|---|---|
| <ol style="list-style-type: none"> 1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application. 2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives. 3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. 4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency. 5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F). 6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation | <p>Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.</p> |
| <ol style="list-style-type: none"> 7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. 8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds. | |

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Assistant Pre-Award Manager
APPLICANT ORGANIZATION The Curators of the University of Missouri--C00058255	DATE SUBMITTED 02/15/2017

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Curators of the University of Missouri
 Organization Name

Improved Nutrient Management
 PR/Award Number or Project Name

Michelle L. Leaton, Assistant Pre-Award Manager--C00058255
 Name and Title of Authorized Representative


 Signature

02/15/2017

Date

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: The Curators of the University of Missouri Congressional District, if known:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: NA Congressional District, if known:	
6. Federal Department/Agency: NA	7. Federal Program Name/Description: NA CFDA Number, if applicable: _____	
8. Federal Action Number, if known: NA	9. Award Amount, if known: \$ NA	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): NA	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): Steve Knorr, Jan Sapp, or Sarah Spreitzer 309 University Hall Columbia, MO 65211	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: <u><i>Michelle L. Leaton</i></u> Print Name: <u>Michelle L. Leaton</u> Title: <u>Assistant Pre-Award Manager, Authorized Signer</u> Telephone No.: <u>573/882-7560</u> Date: <u>02/15/2017</u>	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

SAM Search Results
List of records matching your search for :

Agreement: 68-6424-17-014

Record Status: Active

DUNS Number: 153890272

Functional Area: Entity Management, Performance Information

ENTITY	UNIVERSITY OF MISSOURI SYSTEM	Status:Active
DUNS: 153890272	+4:	CAGE Code: 9C156 DoDAAC:
Expiration Date: Jan 19, 2018	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 316 UNIVERSITY HALL		
City: COLUMBIA	State/Province: MISSOURI	
ZIP Code: 65211-3020	Country: UNITED STATES	



Home	Data Reports	Help	Policy
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Home

Search Results		
Entity: UNIVERSITY OF MISSOURI SYSTEM DUNS: 153890272 View Corporate Relationships CAGE: Date FAPIIS search conducted: 02/23/2017 17:22:36		
FAPIIS Data	Records	Count
Administrative Agreement	No	0
Defective Pricing	No	0
DoD Determination of Contractor Fault	No	0
Information on Trafficking in Persons	No	0
Non-Responsibility Determination	No	0
Recipient Not-Qualified Determination	No	0
Subcontractor Payment Issues	No	0
Termination for Cause	No	0
Termination for Default	No	0
Termination for Material Failure to Comply	No	0
Proceedings Information as Entered by the Entity in SAM.gov		
<ul style="list-style-type: none"> • Question: Does your business or organization (represented by the DUNS number on this specific Entity Management section of SAM record) have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than \$10,000,000? ***Contractor Response: Yes • Question: Within the last five years, has your business or organization (represented by the DUNS number on this specific Entity Management section of SAM record) and/or any of its principals, in connection with the award to or performance by your business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than \$5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than \$5,000 or reimbursement, restitution, or damages greater than \$100,000, or other acknowledgment of fault? ***Contractor Response: No 		
SAM Exclusion Data		

AD-3030 **U.S. DEPARTMENT OF AGRICULTURE**

**REPRESENTATIONS REGARDING FELONY CONVICTION
AND TAX DELINQUENT STATUS FOR CORPORATE APPLICANTS**

Note: You only need to complete this form if you are a corporation. A corporation includes, but is not limited to, any entity that has filed articles of incorporation in one of the 50 States, the District of Columbia, or the various territories of the United States including American Samoa, Federated States of Micronesia, Guam, Midway Islands, Northern Mariana Islands, Puerto Rico, Republic of Palau, Republic of the Marshall Islands, or the U.S. Virgin Islands. Corporations include both for profit and non-profit entities.

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. 552(a), as amended). The authority for requesting the following information for USDA Agencies and staff offices is in §738 and 739 of the Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2012, P.L. 112-55, as amended and/or subsequently enacted. The information will be used to confirm applicant status concerning entity conviction of a felony criminal violation, and/or unpaid Federal tax liability status.

According to the Paperwork Reduction Act of 1985 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0025. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

1. APPLICANT'S NAME The Curators of the University of Missouri	2. APPLICANT'S ADDRESS (Including Zip Code) 115 Business Loop 70W, Mizzou North, Columbia, MO 65211-0001	3. TAX ID NO. (Last 4 digits) 3859
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4A. Has the Applicant been convicted of a felony criminal violation under Federal or State law in the 24 months preceding the date of application? YES NO

4B. Has any officer or agent of Applicant been convicted of a felony criminal violation for actions taken on behalf of Applicant under Federal or State law in the 24 months preceding the date of application? YES NO

4C. Does the Applicant have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability? YES NO

Providing the requested information is voluntary. However, failure to furnish the requested information will make the applicant ineligible to enter into a contract, memorandum of understanding, grant, loan, loan guarantee, or cooperative agreement with USDA.

PART B – SIGNATURE

5A. APPLICANT'S SIGNATURE (BY) 	5B. TITLE/RELATIONSHIP OF THE INDIVIDUAL IF SIGNING IN A REPRESENTATIVE CAPACITY Pre-Award Manager, Authorized Signer	5C. DATE SIGNED (MM-DD-YYYY)
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The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.

This form is available electronically.

Form Approved – OMB No. 0505-0025
 Expiration Date: 02/29/2016

AD-3031

U.S. Department of Agriculture
ASSURANCE REGARDING FELONY CONVICTION
OR TAX DELINQUENT STATUS FOR CORPORATE APPLICANTS

NOTE: *The following statement is made in accordance with the Privacy Act of 1974 (5 USC 55a – as amended). The authority for requesting the following information for USDA agencies and offices is in sections 738 and 739 of the Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2012, P.L. 112-55, as amended and/or subsequently enacted. The information will be used to document compliance with appropriations restrictions.*

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number of this information collection is 0505-0025. The time required to complete this information collection is estimated to average 3 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided.

This award is subject to the provisions contained in the Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2012, P.L. 112-55, Division A, Sections 738 and 739, as amended and/or subsequently enacted for USDA agencies and offices (except Forest Service) regarding corporate felony convictions and corporate federal tax delinquencies.

Accordingly, by accepting this award the recipient acknowledges that it: (1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal or State law within 24 months preceding the award, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment of the recipient corporation, or such officer or agent, based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government. If the recipient fails to comply with these provisions, the agency will annul this agreement and may recover any funds the recipient has expended in violation of the above cited statutory provisions.


 APPLICANT'S SIGNATURE (BY)

Pre-Award Manager, Authorized Signer

TITLE/RELATIONSHIP OF THE INDIVIDUAL IF SIGNING IN A REPRESENTATIVE CAPACITY

The Curators of the University of Missouri

BUSINESS NAME

4/12/2017

DATE SIGNED (MM-DD-YYYY)

The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.

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MU Project# C00058255

**Determinations and Findings for Award of a Noncompetitive
Discretionary Cooperative/Grant Agreement**

Recipient Name: University of Missouri Curators Agreement No.: 68-6424-17-014

Description:

The University of Missouri Extension provides specialized positions across the state to meet the needs of rural constituents with varying needs. For purposes of this agreement, University Extension will provide Livestock Specialists in key geographies of interest to NRCS, to assist with grassland management objectives for individual landowners participating in USDA conservation programs and services. The Livestock Specialists will; 1) Provide assistance to individual landowners with grazing plan development; 2) Training to NRCS staff and partners; 3) Serve as instructors at grazing schools for landowners across the state; and 4) Assist with identification of long-term grassland management priority areas and strategies to meet agency demands for grassland related assistance requests.

Findings:

The University of Missouri Curators, with the private land-based delivery network provided through University Extension, has the ability to provide statewide, science-based, education-oriented, grassland management assistance to landowners participating in USDA programs and services. Staff from University Extension already serve as an officer on each of the 114 individual Soil and Water Conservation Districts in the state. This existing partnership and connection to landowners in key grassland geographies of interest to NRCS, makes the University of Missouri Curators and University Extension uniquely qualified to provide the assistance required through this agreement.

Determinations:

Based on the above findings, it is hereby determined that awarding this noncompetitive agreement to the above named entity is in the best interest of the Government, and is necessary to the accomplishment of the goals of the Natural Resources Conservation Service.

See attached Code of Federal Regulations, 2 CFR 415.1, Exceptions to Competition, Grant or Cooperative Agreement.

Submitted by:

**MORRIS
MCCORD**

 Digitally signed by MORRIS
MCCORD
Date: 2017.08.30 09:50:38
-05'00'

PROGRAM/TECHNICAL CONTACT

DATE

Agreement Number: 68-6424-17-014

Concurrence:

**KAREN
BRINKMAN**

 Digitally signed by KAREN
BRINKMAN
Date: 2017.08.30 09:54:12 -05'00'


SUPERVISOR

8/30/2017

DATE

Approved:

**SERAPIO
FLORES**

 Digitally signed by SERAPIO
FLORES
Date: 2017.08.30 10:35:30
-05'00'

SIGNATORY OFFICIAL

DATE

**NATURAL RESOURCES CONSERVATION
SERVICE
U.S. DEPARTMENT OF AGRICULTURE**

**GENERAL TERMS AND CONDITIONS
GRANTS AND COOPERATIVE AGREEMENTS**

I. APPLICABLE REGULATIONS

- a. The recipient, and recipients of any subawards under this award, agree to comply with the following regulations, as applicable. The full text of Code of Federal Regulations references may be found at <https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR> and <http://www.ecfr.gov/>.
- (1) 2 CFR Part 25, “Universal Identifier and System of Award Management”
 - (2) 2 CFR Part 170, “Reporting Subaward and Executive Compensation Information”
 - (3) 2 CFR Part 180, “OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Nonprocurement)”
 - (4) 2 CFR Part 182, “Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)”
 - (5) 2 CFR Part 200, “Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards”
- b. The recipient, and recipients of any subawards under this award, assure and certify that they have and/or will comply with the following regulations, as applicable. The full text of Code of Federal Regulations references may be found at <https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR> and <http://www.ecfr.gov/>.
- (1) 2 CFR Part 175, “Award Term for Trafficking in Persons”
 - (2) 2 CFR Part 417, “Nonprocurement Debarment and Suspension”
 - (3) 2 CFR Part 418, “New Restrictions on Lobbying”
 - (4) 2 CFR Part 421, “Requirements for Drug-Free Workplace (Financial Assistance)”
- c. Allowable project costs will be determined in accordance with the authorizing statute, the purpose of the award, and to the extent applicable to the type of organizations receiving the award, regardless of tier. The following portions of the Code of Federal Regulations are hereby incorporated by reference. The full text of Code of Federal Regulations references may be found at <https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR> and <http://www.ecfr.gov/>.
- (1) 2 CFR Part 200, “Uniform Administrative Requirements, Cost Principles And Audit Requirements For Federal Awards”
 - (2) 48 CFR Part 31, “Contract Cost Principles and Procedures”

II. UNALLOWABLE COSTS

The following costs are not allowed:

- a. Costs above the amount authorized for the project
- b. Costs incurred after the expiration of the award including any no-cost extensions of time
- c. Costs that lie outside the scope of the approved project and any amendments thereto
- d. Compensation for injuries to persons or damage to property arising from project activities

This list is not exhaustive. For general information about the allowability of particular items of costs, please see 2 CFR Part 200, "Subpart E - Cost Principles", or direct specific inquiries to the NRCS administrative contact identified in the award.

III. CONFIDENTIALITY

- a. Activities performed under this award may involve access to confidential and potentially sensitive information about governmental and landowner issues. The term "confidential information" means proprietary information or data of a personal nature about an individual, or information or data submitted by or pertaining to an organization. This information must not be disclosed without the prior written consent of NRCS.
- b. The recipient's personnel will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. Section 552a, and implementing regulations and policies with respect to systems of records determined to be subject to the Privacy Act. The recipient's personnel must also comply with privacy of personal information relating to natural resources conservation programs in accordance with section 1244 of Title II of the Farm Security and Rural Investment Act of 2002 (Public Law 107-171).
- c. The recipient agrees to comply with NRCS guidelines and requirements regarding the disclosure of information protected under Section 1619 of the Food, Conservation, and Energy Act of 2008 (PL 110-246), 7 U.S.C. 8791.
- d. The recipient agrees to comply with the "**Prohibition Against Certain Internal Confidentiality Agreements:**"
 1. You may not require your employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
 2. You must notify your employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect.
 3. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
 4. If NRCS determines that you are not in compliance with this award provision, NRCS:
 - a. Will prohibit your use of funds under this award, in accordance with sections 743 and 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law;
 - b. May pursue other remedies available for your material failure to comply with award terms and conditions.

IV. PRIOR APPROVAL REQUIREMENTS

The following are the most common situations requiring prior approval. However, the recipient is also bound by any other prior approval requirements of the applicable administrative provisions and Federal cost principles.

- a. Purpose or Deliverables.—When it is necessary for the recipient to modify the purpose or deliverables, the recipient must submit a written request and justification for the change along with the revised purpose or deliverables of the award to the NRCS administrative contact. The request should contain the following:
 1. Grant or agreement number
 2. Narrative explaining the requested modification to the project purpose or deliverables
 3. A description of the revised purpose or deliverables
 4. Signatures of the authorized representative, project director, or both

- b. Subaward/contractual Arrangement.—The recipient must submit a justification for the proposed subaward/contractual arrangements, a statement of work to be performed, and a detailed budget for the subaward/contract to the NRCS administrative contact. Subaward/contractual arrangements disclosed in the application do not require additional postaward approval.

- c. Absence or Change in Project Leadership.—When a project director or the person responsible for the direction or management of the project—
 1. Relinquishes active direction of the project for more than 3 consecutive months or has a 25 percent or more reduction in time devoted to the project, the grantee must notify the NRCS administrative contact in writing, identifying who will be in charge during the project director's absence. The notification must include the qualifications and the signature of the replacement, signifying his or her willingness to serve on the project.

 2. Severs his or her affiliation with the grantee, the grantee's options include—
 - i. Replacing the project director. The grantee must request written approval of the replacement from the NRCS administrative contact and must include the qualifications and the signature of the replacement signifying his or her willingness to serve on the project.
 - ii. Subcontracting to the former project director's new organization. The grantee must request approval from the administrative contact to replace the project manager and retain the award, and to subcontract to the former project director's new organization certain portions of the project to be completed by the former project director.
 - iii. Relinquishing the award. The grantee must submit to the NRCS administrative contact a signed letter by the grantee and the project director that indicates that the grantee is relinquishing the award. The letter must include the date the project director is leaving and a summary of progress to date. A final Standard Form (SF) 425 reflecting the total amount of funds spent by the recipient must be attached to the letter.

 3. Transfers the award to his or her new organization, the authorized organization's representative at the new organization must submit the following to the NRCS administrative contact as soon as the transfer date is firm and the amount of funds to be transferred is known:
 - i. The forms and certifications included in the application package
 - ii. A project summary and work statement covering the work to be completed under the project (deliverables and objectives must be the same as those

- outlined in the approved proposal)
- iii. An updated qualifications statement for the project director showing his or her new organizational affiliation
- iv. Any cost-sharing requirements under the original award transfer to the new institution; therefore, cost-sharing information must be included in the proposal from the new organization

Note: The transfer of an award from one organization to another can take up to 90 calendar days to accomplish, which may result in a delay in the project director resuming the project at the new organization.

- d. Budget Revisions.—Budget revisions will be in accordance with 2 CFR Part 200.308.
- e. No-Cost Extensions of Time.—When a no-cost extension of time is required, the recipient must submit a written request to the NRCS administrative contact no later than 30 calendar days before the expiration date of the award. The request must contain the following:
 - The length of additional time required to complete the project and a justification for the extension
 - A summary of progress to date
 - An estimate of funds expected to remain unobligated on the scheduled expiration date
 - A projected timetable to complete the portions of the project for which the extension is being requested
 - Signature of the grantee and the project director
 - A status of cost sharing to date (if applicable)

Note: An extension will not exceed 12 months. Requests for no-cost extensions received after the expiration of the award will not be granted.

V. PAYMENTS

- a. Payment by NRCS to the entity will be made monthly or quarterly (whichever is mutually agreed upon by both parties) on a reimbursable or advanced basis upon completion of work outlined herein. Payment will be executed upon the submission of a properly executed form SF-270 with supporting documentation. The SF-270 must cite the agreement number, remittance address, and billing period. The SF-270 must be sent to the NRCS administrative contact at the email address identified in block 8 of the Notice of Grant/Agreement Award.
- b. Unless otherwise specified in the award, the recipient must receive payments through electronic funds transfers.
- c. Recipients requesting advances should request payments in amounts necessary to meet their current needs pursuant to procedures contained in the Federal administrative provisions and **31 CFR Part 205**.
- d. The method of payment between the recipient and its contractors will be in accordance with the policies and procedures established by the recipient except that the contractors may not use the USDA Office of Financial Management/National Finance Center method to request payments. If the grantee makes advance payments to contractors, the grantee must ensure that the timing of such payments is designed to minimize elapsed time between the advance payment and the disbursement of funds. Payment requests from the grantee's contractors will not be sent to NRCS for review or approval.
- e. Accounting records for all costs incurred under this award must be supported by source

documentation. Such documentation includes, but is not limited to, canceled checks, paid bills, payroll records, and subaward documents. Labor cost charges to this award must be based upon salaries actually earned and the time actually worked on this award. All project costs must be incurred within the approved project period of this award, including any approved no-cost extension of time. Costs that cannot be supported by source documentation or that are incurred outside of the approved project period and budget may be disallowed and may result in award funds being returned to the Federal Government by the recipient.

VI. ACCRUALS

- a. Recipients must submit an accrual estimate to the NRCS Program/Technical no later than 15 calendar days prior to the end of the quarter (submit by March 15, June 15, September 15 and December 15th).
- b. An accrual represents the value of goods or services provided to NRCS for which you have not requested payment. The quality and completeness of NRCS audited financial statements depends on your continuing cooperation and timely information.
- c. At a minimum, the signed accrual statement should include, “Under agreement number _____, at the close of the quarter ending _____, we have provided or anticipate providing goods or services that we have not requested payment for in the amount of \$_____.” Include the name and title of the person preparing the accrual estimate.

VII. FINANCIAL REPORTING

- a. Recipients must submit a Federal Financial Report (FFR), SF 425 and 425A, in accordance with the following schedule:

<u>Quarterly Schedule</u>	<u>Report Due Date</u>
October 1 to December 31	January 31
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31

Reports must be submitted on an accrual accounting basis. Failure to submit reports in accordance with the above schedule may result in suspension or termination of award.

- b. A final Report must be submitted no later than 90 calendar days after the completion of the award. For final FFRs, reporting end date must be the end date of the project or agreement period. The reports should be submitted to the NRCS administrative contact identified in award notifications.

VIII. PERFORMANCE MONITORING AND REPORTING

- a. The recipient is responsible for monitoring day-to-day performance and for reporting to NRCS. If the project involves subaward arrangements, the recipient is also responsible for monitoring the performance of project activities under those arrangements to ensure that approved goals and schedules are met.
- b. Every 6 months the recipient must submit a written progress report. Each report must cover—
 - 1. A comparison of actual accomplishments with the goals and objectives established for the reporting period and, where project output can be quantified, a computation of the costs

per unit of output.

2. The reasons why goals and objectives were not met, if appropriate.
 3. Additional pertinent information including, where appropriate, analysis and explanation of cost overruns or high unit cost.
- c. The recipient must submit a final performance report within 90 calendar days after completion of project.

IX. AUDIT REQUIREMENTS

The recipient is responsible for complying with audit requirements in accordance with 2 CFR 200, Subpart F. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year.

X. SPECIAL PROVISIONS

- a. The recipient assures and certifies that it will comply with the minimum-wage and maximum-hour provisions of the Federal Fair Labor Standards Act.
- b. Employees of NRCS will participate in efforts under this agreement solely as representatives of the United States. To this end, they may not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the recipient. They also may not assist the recipient with efforts to lobby Congress or to raise money through fundraising efforts. Further, NRCS employees must report to their immediate supervisor any negotiations with the recipient concerning future employment and must refrain from participation in efforts regarding such parties until approved by the agency.
- c. Employees of the recipient will not be considered Federal employees or agents of the United States for any purposes under this agreement.

XI. PATENTS, INVENTIONS, COPYRIGHTS, AND ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER

- a. Allocation of rights of patents, inventions, and copyrights must be in accordance with 2 CFR Part 200.315. This regulation provides that small businesses normally may retain the principal worldwide patent rights to any invention developed with USDA support.
- b. In accordance with 37 CFR Section 401.14, each subject invention must be disclosed to the Federal agency within 2 months after the inventor discloses it in writing to contractor personnel responsible for patent matters. Invention disclosure statements pursuant to 37 CFR Section 401.14(c) must be made in writing to:

Acquisitions Division
Grants and Agreements Services Branch
1400 Independence Avenue, SW.
Room 6823 South Building
Washington, DC 20250

- c. USDA receives a royalty-free license for Federal Government use, reserves the right to require the patentee to license others in certain circumstances, and requires that anyone exclusively licensed to sell the invention in the United States must manufacture it domestically.

- d. The following acknowledgment of NRCS support must appear in the publication of any material, whether copyrighted or not, and any products in electronic formats (World Wide Web pages, computer programs, etc.) that is substantially based upon or developed under this award:
- “This material is based upon work supported by the Natural Resources Conservation Service, U.S. Department of Agriculture, under number [recipient should enter the applicable award number here].”

In addition, all publications and other materials, except scientific articles or papers published in scientific journals, must include the following statement:

- “Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Agriculture.”
- e. All publications printed with Federal Government funds will include the most current USDA nondiscrimination statement, available from the Public Affairs Division, Civil Rights Division, or on the USDA and NRCS home pages. If the material is too small to permit the full nondiscrimination statement to be included, the material must, at a minimum, include the statement:
- “USDA is an equal opportunity provider and employer.” Any publication prepared with funding from this agreement must include acknowledgement to USDA, Natural Resources Conservation Service.”

The recipient is responsible for ensuring that an acknowledgment of NRCS is made during news media interviews, including popular media such as radio, television, and news magazines, that discuss in a substantial way work funded by this award.

XII. COST-SHARING REQUIREMENTS

- a. If the award has specific cost-sharing requirements, the cost-sharing participation in other projects may not be counted toward meeting the specific cost-share requirement of this award, and must come from non-Federal sources unless otherwise stated in the applicable program announcement.
- b. Should the recipient become aware that it may be unable to provide the cost-sharing amount identified in this award, it must—
1. Immediately notify the NRCS administrative contact of the situation.
 2. Specify the steps it plans to take to secure replacement cost sharing.
 3. Indicate the plans to either continue or phase out the project in the absence of cost sharing.
- c. If NRCS agrees to the organization’s proposed plans, the recipient will be notified accordingly. If the organization’s plans are not acceptable to NRCS, the award may be subject to termination. NRCS modifications to proposed cost sharing revisions are made on a case-by-case basis.
- d. Failure by the recipient to notify NRCS in accordance with paragraph (b) above may result in the disallowance of some or all the costs charged to the award, the subsequent recovery by NRCS of some of the NRCS funds provided under the award, and possible termination of the award, and may constitute a violation of the terms and conditions of the award so serious as to provide grounds for subsequent suspension or debarment.

- e. The recipient must maintain records of all project costs that are claimed by the recipient as cost sharing as well records of costs to be paid by NRCS. If the recipient's cost participation includes in-kind contributions, the basis for determining the valuation for volunteer services and donated property must be documented.

XIII. PROGRAM INCOME

Income derived from patents, inventions, or copyrights will be disposed of in accordance with the recipient's own policies. General program income earned under this award during the period of NRCS support must be added to total project funds and used to further the purpose and scope of this award or the legislation under which this award is made.

XIV. NONEXPENDABLE EQUIPMENT

Recipients purchasing equipment or products with funds provided under this award are encouraged to use such funds to purchase only American-made equipment and products. Title to nonexpendable equipment purchased with award funds will vest in the recipient upon completion of the award project and acceptance by NRCS of required final reports. When equipment is no longer needed by the recipient and the per-unit fair market value is less than \$5,000, the recipient may retain, sell, or dispose of the equipment with no further obligation to NRCS. However, if the per-unit fair market value is \$5,000 or more, the recipient must submit a written request to the NRCS administrative contact for disposition instructions.

XV. LIMIT OF FEDERAL LIABILITY

The maximum financial obligation of NRCS to the recipient is the amount of funds indicated in the award as obligated by NRCS. However, in the event that an erroneous amount is stated on the approved budget, or any supporting document relating to the award, NRCS will have the unilateral right to make the correction and to make an appropriate adjustment in the NRCS share of the award to align with the Federal amount authorized.

XVI. MODIFICATIONS AND TERMINATIONS

NRCS may amend or modify the award through an exchange of correspondence between authorized officials of the recipient and NRCS. The award is subject to termination if NRCS determines that the recipient has failed to comply with the terms and conditions of the award. In the event that the award is terminated, the financial obligations of the parties will be those set forth in 2 CFR Part 200.339.

XVII. AWARD CLOSEOUT

Award closeout is the process by which NRCS determines that all required project activities have been performed satisfactorily and all necessary administrative actions have been completed.