(UPDATED AS OF 10/01/2019)

CONTINUATION TO THE NOTICE OF COOPERATIVE AGREEMENT BETWEEN

# [INSERT UNIVERSITY NAME] (COOPERATOR)

AND THE

UNITED STATES DEPARTMENT OF AGRICULTURE (USDA) ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)

Under the provisions of Article 23, Continuation to the Notice of Cooperative Agreement, No. **[INSERT CA NUMBER]** is hereby continued for Fiscal Year 2020. All terms and conditions of this Agreement are presented below.

# ARTICLE 1 – PURPOSE

The purpose of this Agreement is to provide Federal financial assistance to **[UNIVERSITY]** (“Cooperator”), in support of the AgDiscovery Summer Enrichment Program (“AgDiscovery” or “Program”). AgDiscovery is a summer outreach program targeting a diverse population of students nationwide who have displayed an interest in agricultural and life sciences. The program will increase awareness of career opportunities and possibilities in agricultural sciences, including food science and technology, animal science and veterinary medicine, forestry, entomology, botany, horticulture, and agribusiness. Instruction and hands-on experiences will be provided through workshops, site visits, and presentations.

# ARTICLE 2 – AUTHORITIES

APHIS is authorized to use Cooperative Agreements to reflect a relationship with the Cooperator to carry out educational programs in accordance with 7 USC § 2279g.

# ARTICLE 3 – MUTUAL UNDERSTANDINGS AND RESPONSIBILITIES

The cooperating parties agree to/that:

1. A mutually satisfactory annual Work Plan and Financial Plan developed by the Cooperator and APHIS are incorporated into this Agreement by reference. If APHIS initially awards a reduced level of funding during a Continuing Resolution (“CR”), there will be a corresponding decrease in the projected accomplishments for the funding period. Upon extension of the CR or passage of an appropriation by Congress, revisions will be executed to increase the Federal share, based on available funds, not to exceed the level reflected in the annual Financial Plan.
2. The provisions of this Agreement will not replace functions that are being conducted by APHIS or the Cooperator, but will supplement those activities and increase program benefits to all parties.
3. The employee(s) responsible for this work will be under the general program direction of the Cooperator 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.

# ARTICLE 4 – APPLICABLE REGULATIONS

The Cooperator will comply in the course of the Agreement with all applicable laws, rules, and regulations, which are either listed below, or incorporated into this Agreement by reference:

* + 2 C.F.R., Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”
  + 2 C.F.R., Part 421, “Requirements for a Drug-Free Workplace”
  + 2 C.F.R., Part 25, “Universal Identifier and System of Award Management”
  + 5 C.F.R., Part 1320, “Controlling Paperwork Burdens on the Public”
  + 41 C.F.R., Part 102-34.5, “Federal Management Regulation”

# ARTICLE 5 – COOPERATOR RESPONSIBILITIES

The Cooperator understands and agrees to/that:

1. Designate **[INSERT NAME]** and **[INSERT NAME]** as the authorized representatives who shall be responsible collaboratively for administering the activities conducted under this Agreement. **[INSERT NAME]** can be reached by telephone on: **[INSERT PHONE #]**, and **[INSERT NAME]** on: **[INSERT PHONE #]**. Should either designees be temporarily detailed to another position, or on extended absence, a letter will be issued to APHIS by the Cooperator’s signatory official to appoint a temporary representative.
2. Submit to the APHIS AgDiscovery Program Manager a complete Cooperative Agreement by December 31 of each year in order to be able to participate in the program. This includes submission of the Cooperator’s Work Plan to the APHIS AgDiscovery Program Manager by October 31, and applying for the opportunity in the EzFedGrants financial system by December 31 of each year.
3. Furnish personnel and equipment as required, to accomplish the activities outlined in the Work Plan and Financial Plan. Cooperators are required to adhere to the applicable equal employment opportunity laws, rules, and regulations, when recruiting and hiring AgDiscovery program personnel. Cooperator will conduct criminal background investigations, and provide appropriate training pertaining to appropriate conduct and behavior while working with minors for all summer camp personnel hired.

Such training shall include, but not be limited to CPR and first aid, sexual harassment training, and child sexual abuse prevention.  Students will be chaperoned at all times by AgDiscovery personnel hired by Cooperator. Cooperator will notify APHIS within 24 hours in the event allegations arise that AgDiscovery participants or personnel are involved in possible criminal activity.

1. 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.
2. Certify and submit to APHIS authorized representative an annual accomplishment report on all activities outlined in the Work Plan and Financial Plan. The report will be used by APHIS to verify compliance with revisions of this Agreement. It is due no later than 90 days after the Agreement expires or terminates. Any requests for an extension of time to submit the report must be justified and made in writing to APHIS’ authorized representative before expiration of the 90 day period. Extensions of time to submit the report are subject to the discretion of the APHIS authorized representative and, if allowed, shall be provided by the authorized representative in writing. When an agreement includes multiple projects covered by multiple Work Plans and Financial Plans, each project must be reported separately.
3. Submit to APHIS’ authorized representative properly certified annual Federal Financial Report (“FFR”), SF-428 no later than 90 days after the Agreement expires or terminates. Any requests for an extension of time to submit the report must be justified and made in writing to APHIS’ authorized representative before expiration of the 90 day period. Extensions of time to submit the FFR must be justified and made in writing to APHIS’ authorized representative before expiration of the 90 day period. Extensions of time to submit the FFR are subject to the discretion of the APHIS authorized representative and, if allowed, shall be provided by the authorized representative in writing. When an agreement includes multiple projects covered by multiple Work Plans and Financial Plans, each project must be reported on a separate FFR. Further, all Federal funds reflected as unobligated on the final FFR will no longer be available for obligation by the Cooperator.
4. 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.
5. Meet the reporting requirements of the Federal Funding Accountability and Transparency Act by providing the following information: Parent organization 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.
6. Pursuant to 31 USC Chapter 37, any funds paid to the Cooperator in excess of the amount to which the Cooperator is finally determined to be entitled under the terms and conditions of the award, constitute a debt to the Federal government. If not paid within a reasonable period after the demand for payment, the Federal awarding agency may reduce the debt by:
   * Making an administrative offset against other requests for reimbursements.
   * Withhold advance payments otherwise due to the Cooperator.
   * Taking other action permitted by statute.
7. Except as otherwise provided by law, the Federal awarding agency shall charge interest on an overdue debt in accordance with 4 C.F.R., Chapter II, “Federal Claims Collection Standards” and 31 USC, Chapter 37.
8. Any information furnished to APHIS under this Agreement is subject to the Freedom of Information Act (5 USC 552).
9. Abide by the USDA Civil Rights Assurance agreement, including “And Justice for All” posters in work spaces which provide instruction for filing a program complaint of discrimination. The poster is available on the APHIS website.
10. This Agreement is subject to longstanding provisions contained in annual appropriations acts.

# ARTICLE 6 – APHIS RESPONSIBILITIES

APHIS agrees to/that:

1. Designate Sophia Kirby, USDA-APHIS, Office of Civil Rights, Diversity, and Inclusion, as its Authorized Departmental Officer’s Designated Representative (ADODR), who shall be responsible for collaboratively administering the activities conducted under this Agreement. Ms. Kirby can be reached by telephone on (301) 851-4192. Should Ms. Kirby be temporarily detailed to another position, or on extended absence, a letter will be issued to the Cooperator by APHIS signatory official to appoint a temporary ADODR.
2. Provide funds on an advance or reimbursable basis as partial payment of allowable, agreed-to costs incurred by the Cooperator in carrying out the terms of this Agreement in accordance with the Work Plan and Financial Plan.
3. Make advance payments, if requested by Cooperator, monthly and upon receipt of a properly certified Request for Advance or Reimbursement, SF-270.
4. Provide resources to carry out its responsibilities as outlined in the Work Plan and Financial Plan.
5. Upon receipt of any final Federal Financial Report, SF-425, that reflects an unobligated balance of $1,000 or more, provide written notification to the Cooperator that the balance of Federal funds reported as unobligated will no longer be available to the Cooperator. Balances of less than $1,000 will automatically be deobligated by APHIS without notification.
6. Provide the Cooperator instructions and oversight related to the selection of applicants as outlined in the Work Plan and Financial Plan.
7. Provide general program direction to employees assigned to the cooperative endeavor, as mutually deemed necessary.

# ARTICLE 7 – AVAILABILITY OF FUNDING

This Agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally made, 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 – CONGRESSIONAL RESTRICTION

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 9 – NON-DISCRIMINATION CLAUSE

The United States Department of Agriculture prohibits discrimination in all its programs and activities on the basis of race, color, national origin, sex, disability, age, reprisal or retaliation for prior civil rights activity.

# ARTICLE 10 – FUNDING/EFFECTIVE PERIOD, REVISIONS, AND TERMINATION

The Federal award for this Agreement is in the amount of $ **[INSERT DOLLAR AMOUNT]**, and the Cooperator’s share is $0 for a total project cost of $ **[INSERT DOLLAR AMOUNT]**. These contributions establish a cost share ratio which shall be attained for the funding period except to the extent that there are cost overruns. Cost overruns will be the sole responsibility of the Cooperator, unless additional funding is secured from APHIS prior to the expiration of the funding period. In the event that project costs are less than projected, each party will realize a percentage of the savings to be distributed based on the established ratio. This Agreement shall become effective **February 1, 2020**, and shall continue through **December 31, 2020,** 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 2 C.F.R., Part 200.339.

# [INSERT NAME OF COOPERATOR/UNIVERSITY]

Date

NAME: (PLEASE PRINT)

TITLE: (PLEASE PRINT)

UNITED STATES DEPARTMENT OF AGRICULTURE ANIMAL AND PLANT HEALTH INSPECTION SERVICE OFFICE OF THE ADMINISTRATOR

Assistant to the Deputy Administrator Date

# APHIS ACCOUNTING INFORMATION

|  |  |  |  |
| --- | --- | --- | --- |
| **Project Title** | **2019 AgDiscovery Summer Enrichment Program** |  |  |
| Fund |  |  |  |
| Fund/Cost Center |  |  |  |
| Functional Area |  |  |  |
| WBS Element/Funded  Program (if necessary) |  |  |  |
| Budget Period |  |  |  |
| Amount | $ | $ | $ |
| Commitment Item |  | | |
| Cooperator’s DUNS Number |  | | |
| CFDA Number |  | | |
| Indirect Cost Rate |  | | |