

NOTICE OF COOPERATIVE AGREEMENT AWARD
BETWEEN THE
UNIVERSITY OF MYSORE (RECIPIENT)
AND THE
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
PLANT PROTECTION AND QUARANTINE (PPQ)

ARTICLE 1 - PURPOSE

The purpose of this **Agreement** is to provide Federal financial assistance to support surveys and ring trials for diagnostic and detection of *Sclerophthora rayssiae* and *Peronosclerospora philippinensis*.

ARTICLE 2 - AUTHORITIES

Under the Plant Protection Act (PPA), as amended, (7 USC §§ 7701 et. seq.), the Secretary of Agriculture is authorized to issue regulations and orders to prevent, detect, control, eradicate, suppress, or retard the spread of plant pests or noxious weeds into or within the United States and 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, domestic or international associations, and other persons to carry out the purposes of the PPA.

ARTICLE 3 – MUTUAL UNDERSTANDINGS AND RESPONSIBILITIES

The cooperating parties agree to/that:

- a. A mutually satisfactory annual **Work Plan** and **Financial Plan** developed by the Recipient and APHIS are incorporated into this **Agreement** by reference.
- b. The provisions of this **Agreement** will not replace functions that are being conducted by the Recipient 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 Recipient and APHIS. Supervision of personnel will be provided by their employing organization, and they will be subject to their employing organizations rules and regulations.

ARTICLE 4 – RECIPIENT RESPONSIBILITIES

The Recipient understands and agrees to/that:

- a. Designate in writing to APHIS the Recipient's authorized representative who shall be responsible for collaboratively administering the activities conducted under this **Agreement**.
- b. Furnish personnel, as required, to accomplish the activities outlined in the **Work Plan and Financial Plan**.
- c. The Recipient's representative designated as required in Article 4.a shall certify and submit to APHIS' authorized representative annual performance reports on activities outlined in the Work Plan. The reports will be

used by APHIS to verify compliance with provisions of this Agreement. They are due no later 90 days after the Agreement expires or terminates (October 31, 2020). 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 allowed for submitting the report. Extensions of time to submit the report are subject to the discretion of 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.

d. Submit to APHIS' designated representative a properly certified annual Federal Financial Report (FFR), SF-425, no later than 90 days after the Agreement expires or terminates (October 31, 2020). Any requests for an extension of time to submit the FFR must be justified and made in writing to APHIS' authorized representative before expiration of the 90 day period allowed for submitting the report. Extensions of time to submit the FFR are subject to the discretion of APHIS' authorized representative and, if allowed, shall be provided by the authorized representative in writing. Further, all federal funds reflected as unobligated on the final FFR will no longer be available for obligation by the Recipient.

e. Treat any program income derived under this **Agreement** using the Deduction Alternative in accordance with the provisions of **2 CFR Part 200.307** which provides for a decrease in the financial contributions of each cooperating party to this project.

f. Due to a statutory limitation of 10 percent, the transfer of amounts budgeted for direct costs to absorb increases in indirect costs requires prior written approval of APHIS.

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, partial or full advance of funds can be made by APHIS upon final signature of this Agreement and completion of block 12 of a properly certified SF-270.

h. APHIS may withhold payments called for in Article 5.b under the conditions outlined in **2 CFR Part 200.305 (b) (6)**, including failure to comply with project objectives, **Federal statutes, regulations, or the terms and conditions** of the award if the Recipient or a sub-recipient is delinquent on debt to the United States, or such other conditions outlined in the cited regulations.

i. Comply with 2 CFR 417, Subpart C to ensure that any subrecipients that carry out the provisions of this **Agreement** are not debarred or suspended. Subrecipients are required to disclose if they, or any of their principals, are presently excluded or disqualified.

j. Comply with and enforce the requirements for a drug-free workplace as mandated in 2 CFR Part 421, "Requirements for Drug-Free Workplace".

k. Comply with and enforce the requirements in **2 CFR Part 418** for completion of the Certification Regarding Lobbying and the SF-LLL, Disclosure of Lobbying Activities. Such certifications and disclosures apply to the Recipient and any subgrants and subcontracts exceeding \$100,000.

l. Maintain an inventory control system of property purchased by the Recipient in whole or in part with Federal funds as required in the Section entitled "Equipment" of **2 CFR Part 200.313 (d)**. Recipients shall conduct a physical inventory at least every two years and make available, as requested, the required records for review by APHIS. A copy of the reconciled final inventory report will be provided to APHIS as stated in Article 13 of this Agreement.

m. Provide an annual inventory report of any Federally-owned or Federally-leased equipment on loan to the Recipient to include a description, manufacturer model and serial number, acquisition date and cost. A disposition request shall be made to APHIS when the property is no longer needed.

n. 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 Recipient will request written prior approval for the budget revision. The Recipient will submit a revised SF-424A, Budget Information, and detailed Financial Plan under a cover letter to the APHIS awarding official containing a narrative justification for the proposed revision. Transfers of funds among programs, functions, or activities as indicated in Section B of the SF-424A is prohibited.

o. 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 Recipient's convenience in recording this information.

p. Pursuant to **31 USC Chapter 37**, any funds paid to a Recipient in excess of the amount to which the Recipient 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:

- (1) Making an administrative offset against other requests for reimbursements.
- (2) Withhold advance payments otherwise due to the Recipient
- (3) Taking other action permitted by statute.

Except as otherwise provided by law, the Federal awarding agency shall charge interest on an overdue debt in accordance with 4 CFR, Chapter II "Federal Claims Collection Standards" and 31 USC, Chapter 37.

q. Any information furnished to APHIS under this Agreement is subject to the Freedom of Information Act (5 USC 552).

r. As a condition of this grant or cooperative agreement, the recipient assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive Orders and other generally applicable requirements, which hereby are incorporated in this agreement by reference, and such other statutory provisions as are specifically set forth herein.

s. Unless otherwise specified in the Work Plan, provide vehicles and other equipment for its employee(s) while performing the activities outlined in the Work Plan.

t. Comply with the Executive Order entitled "Federal Leadership on Reducing Text Messaging While Driving" signed by President Barack Obama on October 1, 2009, by prohibiting Recipient employees, recipients, subrecipients, contractors, and subcontractors from texting while driving on official business and/or in Federally-owned, rented, or leased vehicles (collectively government owned vehicles) or privately owned vehicles when on official Government business or when performing any work for or on behalf of or in cooperation with the Federal government.

Further, APHIS encourages the Recipient to implement--and to encourage its recipients, sub-recipients, contractors, and subcontractors, to implement--new rules and programs, and re-evaluate existing programs to prohibit text

messaging while driving, and conduct education, awareness, and other outreach for its employees about the safety risks associated with texting while driving. These initiatives should encourage voluntary compliance with the text messaging policy while off duty.

For purposes of this requirement, the following definitions apply:

(1) "Texting" or "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of SMS texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication.

(2) "Driving" means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light or stop sign, or otherwise. It does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

u. When specified in the work plan, submit to APHIS, prior to publishing any request for proposals or invitation to bid, a copy of draft statement(s) of work and specifications for products or services to be procured in support of the project covered by this Agreement. APHIS will be provided 15 calendar days to review these documents and provide input on the content.

v. Conduct audits as required under 2 CFR Part 200.500 and follow 2 CFR Part 200.512 for audit submission requirements. Notify the APHIS designated representative of completion of the audit and provide APHIS with either a copy of the audit report or the website where it is posted.

ARTICLE 5 – APHIS RESPONSIBILITIES

APHIS agrees to/that:

- a. Designate in writing to the Recipient APHIS' Authorized Departmental Officer's Designated Representative (ADODR) who shall be responsible for collaboratively administering the activities conducted under this **Agreement**. Should this individual be temporarily detailed to another position or on extended absence, a letter will be issued to the Recipient by the APHIS signatory official to appoint a temporary ADODR.
- b. Provide funds on an advance or reimbursable basis as payment of allowable, agreed-to costs incurred by the Recipient 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 Recipient, upon receipt of a properly certified Request for Advance or Reimbursement, SF-270.
- d. Provide personnel and other resources to carry out its responsibilities as outlined in the **Work Plan and Financial Plan**.
- e. 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 Recipient that the balance of Federal funds reported as unobligated will no longer be available to the Recipient. Balances of less than \$1,000 will automatically be deobligated by APHIS without notification.

f. Assist the Recipient in selecting 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 Recipient's rules and regulations.

g. Provide special training to carry out assignments, as mutually deemed necessary.

ARTICLE 6 - DATA SHARING AND RESPONSIBILITIES

a. Data to be Shared: The parties agree to provide plant protection and quarantine data to each other. The data to be provided to each Party by the other Party includes, but is not limited to, plant protection and quarantine surveys, diagnostic information, detection activities, inspection reports, and pest interception data. Each party is responsible for transmitting the provided data to its own authorized employees, Recipients, and contractors as applicable and necessary, in order to carry out responsibilities under their respective plant health authorities. Each party agrees that it will ensure, to the extent provided by applicable laws and regulations, that data provided by the other party is not released to anyone that is not authorized to receive it.

b. Data Utilization: The parties agree that the provided data will only be used in the administration and enforcement of each party's respective plant health laws and regulations. Data provided by the parties under this Agreement may be used to ensure compliance with their respective plant health laws and regulations; to respond to domestic plant pest and disease emergencies, interceptions, and trace backs; to enhance delivery of pest exclusionary programs and activities; to support pest surveying activities; to develop quarantines and other appropriate measures for pest management and mitigation; to implement or improve international pre-clearance and/or pest eradication programs and activities, pest risk assessments, phytosanitary trade support, and the issuance of plant protection and quarantine permits; and to develop, in cooperation with Federal research agencies, new and improved methods, techniques and procedures for use in cooperative plant protection and quarantine programs and activities. Each party agrees that it will ensure that the provided data is used only for purposes specified in this Agreement and only in a manner consistent with the provisions of the Plant Protection Act.

c. Data Restrictions: The Recipient agrees and acknowledges that the data provided by APHIS pursuant to this Agreement is solely APHIS data and as such is or may be subject to the confidentiality provisions of Section 1619 of the Food, Conservation, and Energy Act of 2008, 7 USC §8791, (Section 1619) and the Privacy Act of 1974 and also agrees to safeguard such confidentiality and prohibit any unauthorized access to the data provided by APHIS as required by Section 1619. The Recipient further agrees and acknowledges that if Section 1619 does apply to some or all of the APHIS provided data, that pursuant to Section 1619, the Recipient is bound to and will comply with Section 1619 (copy attached as Appendix A) and related APHIS guidance. The Recipient understands that it may not release any of the data provided by APHIS since it is Federal Government data and it agrees to refer any and all requests for the data provided by APHIS, not otherwise authorized to be released under this Agreement and applicable Federal laws and regulations, to:

USDA, APHIS
 Legislative and Public Affairs
 Freedom of Information and Privacy Act Office
 4700 River Rd. Unit 50, Riverdale, MD 20737
 Telephone: (301) 851-4102

Additionally, the Recipient agrees that it will, if requested by APHIS, enter into a separate written agreement with APHIS to protect from release or disclosure any data provided by APHIS that is subject to Section 1619.

**ARTICLE 7 – SYSTEM FOR AWARD MANAGEMENT AND
UNIVERSAL IDENTIFIER REQUIREMENTS**

The Recipient shall comply with Title 2 CFR Part 25, "Financial Assistance Use of Universal Identifier and Central Contractor Registration" as specified below.

a. Requirement for System for Award Management (SAM) Registration (formally known as Central Contractor Registration (CCR))

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

b. Requirement for Data Universal Numbering System (DUNS) Numbers

If you are authorized to make subawards under this award, you:

- (1) Must notify potential subrecipients that no entity (see definition in paragraph c of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
- (2) May not make a subaward to an entity unless the entity has provided its DUNS number to you.

c. Definitions

For purposes of this award term:

- (1) System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <http://www.sam.gov>).
- (2) Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc., (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>.)
- (3) Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, Subpart C:
 - (a) A Governmental organization, which is a State, local government, or Indian Tribe;
 - (b) A foreign public entity;
 - (c) A domestic or foreign nonprofit organization;
 - (d) A domestic or foreign for-profit organization; and
 - (e) A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- (4) Subaward:

- (a) This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- (b) The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. ----.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
- (c) A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
- (5) Subrecipient means an entity that:
- (a) Receives a subaward from you under this award; and
 - (b) Is accountable to you for the use of the Federal funds provided by the subaward.

ARTICLE 8 – REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION

The Recipient, as a recipient signing this Agreement, shall comply with Title 2 CFR Part 170, "Requirements for Federal Funding Accountability and Transparency Act Implementation", as follows:

a. Reporting of first-tier subawards.

(1) Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

(2) Where and when to report.

(a) You must report each obligating action described in paragraph a.(1) of this award term to <http://www.fsrs.gov>.

(b) For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

(3) What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting Total Compensation of Recipient Executives.

(1) Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

(a) the total Federal funding authorized to date under this award is \$25,000 or more;

(b) in the preceding fiscal year, you received—

i. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(2) Where and when to report. You must report executive total compensation described in paragraph b.(1) of this award term:

(a) As part of your registration profile at <http://www.sam.gov>.

(b) By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

(1) Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

(a) in the subrecipient's preceding fiscal year, the subrecipient received—

i. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

(b) the public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(2) Where and when to report. You must report subrecipient executive total compensation described in paragraph c.(1) of this award term:

- (a) To the recipient.
 - (b) By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.
- d. Exemptions. If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
- (1) Subawards, and
 - (2) The total compensation of the five most highly compensated executives of any subrecipient.
- e. Definitions. For purposes of this award term:
- (1) Entity means all of the following, as defined in 2 CFR part 25:
 - (a) A Governmental organization, which is a State, local government, or Indian tribe;
 - (b) A foreign public entity;
 - (c) A domestic or foreign nonprofit organization;
 - (d) A domestic or foreign for-profit organization;
 - (e) A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
 - (2) Executive means officers, managing partners, or any other employees in management positions.
 - (3) Subaward:
 - (a) This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - (b) The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. ---- .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 - (c) A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
 - (4) Subrecipient means an entity that:
 - (a) Receives a subaward from you (the recipient) under this award; and
 - (b) Is accountable to you for the use of the Federal funds provided by the subaward.
 - (5) Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - (a) Salary and bonus.

- (b) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- (c) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- (d) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- (e) Above-market earnings on deferred compensation which is not tax-qualified.
- (f) Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

ARTICLE 9 – UNEMPLOYMENT COMPENSATION

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 10 – 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 11 – APPLICABLE REGULATIONS

As a condition of this award, the Recipient agrees to comply and require subrecipients to comply with the requirements contained in the **Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards**, 2 CFR Part 200; Nonprocurement Debarment and Suspension” 2 CFR 417; “Requirements for Drug-Free Workplace”, 2 CFR Part 421; “New Restrictions on Lobbying”, 2 CFR Part 418; and Office of Management and Budget regulations governing “Controlling Paperwork Burdens on the Public”, 5 CFR 1320. This Cooperative Agreement, the attached Work Plan and Financial Plan shall be governed by the laws of the United States. None of the terms or requirements in this Cooperative Agreement Award or its attachments shall be governed by international law.

ARTICLE 12 – TITLE TO EQUIPMENT

APHIS reserves the right to transfer title to any equipment purchased partially or fully by the Recipient 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 Recipient 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 13 – PATENTS AND INVENTIONS

The Recipient 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 2 CFR Part 200.307.

ARTICLE 14 – COPYRIGHTS

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 Recipient 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 2 CFR Part 200.307.

ARTICLE 15 – PUBLICATIONS AND AUDIOVISUALS

The final draft of any funded publication or audiovisual must be submitted by the Recipient 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' participation in the project will be acknowledged. APHIS, furthermore, may require that the Recipient 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 Recipient will be free to proceed with publication without an acknowledgment. In the event that APHIS elects not to acknowledge the product, the Recipient agrees 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 USDA Logo, by the Recipient of APHIS support shall have the express written permission of APHIS signatory to this Agreement, which shall be requested through the APHIS representative designated under this **Agreement**.

ARTICLE 16 – FUNDING PERIOD OBLIGATIONS AND EXTENSIONS

The funding period is the period during which this **Agreement** is in effect. Any funds not obligated by the Recipient during the funding period will revert to APHIS upon the expiration or termination of this funding period. Under **2 CFR Part 200.308 (d) (2)**, this **Agreement** is subject to a one-time extension of up to 12 months to complete this project. The Recipient 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 **2 CFR Part 200.308 (d) (2)**, requests for extension purely to obligate funds will be denied by APHIS. All extensions must be approved, in writing, by APHIS prior to the expiration of the original funding period.

ARTICLE 17 – 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, age, disability, and where application, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. Not all prohibited bases apply to all programs.

ARTICLE 18 – TRAFFICKING IN PERSONS

APHIS, as the Federal awarding agency, hereby advises the Recipient, 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, subrecipients under this award, and subrecipients' 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 subawards under the award.

(2) We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient 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 subrecipient 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 2 CFR 417.

b. Provisions applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity –

- (1) Is determined to have violated an applicable prohibition in paragraph a.(1) of this award term; or
- (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 subrecipient 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 2 CFR 417.

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 subaward you make to a private entity.

d. Definitions. For purposes of this award term:

- (1) "Employee" means either:
 - (a) An individual employed by you or a subrecipient 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 party 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 services, through the use of force, fraud, or coercion for the purpose of subjection 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 19 – FLY AMERICAN ACT

The Recipient organization shall comply with section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. 1517 (Fly American Act), which requires:

a. Any air transportation to, from, between, or within a country, other than the U.S., of persons or property, the expense of which will be assisted by USDA funding, will be performed on a United States flag carrier if service provided by such carrier is "available."

b. For the purposes of the requirement:

(1) Passenger or freight service by a certified air carrier is considered "available" even though:

(a) Comparable or a different kind of service by a non-certificated air carrier costs less; or

(b) Service by a non-certificated air carrier can be paid for in excess foreign currency; or

(c) Service by a non-certificated air carrier is preferred by the recipient organization contractor or traveler needing air transportation.

(2) Passenger service by a certificated air carrier is considered to be "unavailable":

(a) When the traveler, while enroute, has to wait 6 hours or more for an available United States carrier: or

(b) When any flight by a U.S. carrier interrupted by a stop anticipated to be 6 hours or more for refueling, reloading, repairs, and so forth, and no other flight by a United States carrier is available during the 6 hour period: or

(c) When the flight by a United States carrier takes 12 or more hours longer than a foreign carrier.

ARTICLE 20 – FUNDING/EFFECTIVE PERIOD, REVISIONS, AND TERMINATION

The Federal award for this **Agreement** is in the amount of \$14,430 and the Recipient's share is \$0 for a total project cost of \$14,430. 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 Recipient, 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 August 01, 2019 and shall continue through July 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 CFR Part 200.339**.

UNIVERSITY OF MYSORE

MSDF
25/9/19
Registrar

University of Mysore

Mysore-579 005
(signature)

Date

NAME (Please print) _____

TITLE (Please print) _____

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
PLANT PROTECTION AND QUARATINE (PPQ)

Administrator, APHIS

Date

APHIS ACCOUNTING ON NEXT PAGE