

ARS CFDA NO. 10.001

Budget Object Class Code: 4521LG

United States Department of Agriculture Extramural Agreement		Type of Research Agreement: Specific Cooperative Agreement	Control No. 33933
Title of Project Scientific Information and New Technology to Solve High Priority Problems for the U.S. Beef, Swine, and Sheep Industries		Agreement Number: 58-5438-3-419	Type of Action: Amendment 03
		Accession No: 425390	
		Period of Agreement: 09/01/2013 thru 12/31/2014	Project Number: 5438-31000-090-03S
Agency (Name and Address) USDA, AGRICULTURAL RESEARCH SERVICE BUDGET, TRAVEL, AND AGREEMENTS BRANCH, WBSC 2150 CENTRE AVENUE, BUILDING D, SUITE 310 FORT COLLINS CO 80526		Agreement Total: \$781,747.12	Change in Agreement Total: \$50,000.00
ARS Principal Investigator (Name and Address) EMIL J POLLAK GENETICS, BREEDING & ANIMAL HEALTH RESEARCH UNIT P.O. BOX 166 (State Spur 18D) USDA-ARS-NPA-MARC CLAY CENTER NE 68933		Cooperator/Recipient/Sponsor (Name and Address) UNIVERSITY OF NEBRASKA IANR / P.O. BOX 83075 313 AGRICULTURAL HALL, EAST CAMPUS LINCOLN NE 68588-0705 UNITED STATES FMMI Vendor Code : 1500049594	
Finance Office (Complete Mailing Address) USDA, AGRICULTURAL RESEARCH SERVICE BUDGET, TRAVEL, AND AGREEMENTS BRANCH, WBSC 2150 CENTRE AVENUE, BUILDING D, SUITE 310 FORT COLLINS CO 80526-8119		Cooperator/Sponsor/Recipient Designated Representative (i.e., PI) (Name and Address) ARCHIE CLUTTER UNIVERSITY OF NEBRASKA 207 AGH LINCOLN NE 68583	

This Agreement includes the following:

- Statement of Work
- Proposal
- Sponsor's Proposal/Award Agreement
- Budget (Form REE454)
- Budget (Form REE455)

Applicable Provisions

- Payment:
- ASAP
 - HHS/ Payment Management System
 - EFT/ Treasury Check
 - ARS Receives Funds
 - Advance Payment Authorized
 - Pre-Award Costs Authorized

Applicable Provisions: Available at <http://www.afm.ars.usda.gov/agreements/partnership.htm>

- Non Assistance Coop. Agreement (7 CFR Part 550) Reporting Requirements (submit) ARS PI Sponsoring Organization ADO
- Research Support Agreement (REE-452R) Submit: Performance Reports Financial Reports Management Reports (RSA Only)
- TFCR and RCA (7 CFR Part 550 and REE-22) Quarterly Quarterly Monthly
- Grants and ATCA (REE-453) Semi-Annual Semi-Annual Quarterly
- Non Funded Coop. Agreement (7 CFR Part 550 and REE-29) Annual Annual Semi-Annual
- Financial Assistance Use of Universal Identifier (DUNS) and CCR (75 FR 55671-55676) Final Final Final
- SubAward Requirements for FFATA Implementation (75 FR 55663-55671)
- USDA Research Misconduct Regulation for Extramural Research (75 FR 49357)

Other (Specify):

- AD-1047 - Certification Regarding Debarment, Suspension and other Responsibility Matters - Primary Covered Transactions
- AD-1049 - Certification Regarding Drug-Free Workplace Requirements - Non-Individuals
- AD-1050 - Certification Regarding Drug-Free Workplace Requirements - Individuals
- USDA Civil Rights Poster (AD-475A)
- USDA Civil Rights Policy Statement (<http://www.afm.ars.usda.gov/agreements/partnership.htm>)
- REE-26 - Certification Regarding Performing Organization Type
- REE-23 - Certification Regarding Lobbying - Contracts, Grants, Loans and Cooperative Agreements
- Attachment A - RSA Monthly Management Reporting Template
- COMMENTS, (see page 2)

- Report of Inventions and Subcontracts via Edison Web interface at <http://www.Edison.gov>

For the United States Department of Agriculture:

Authorized Departmental Officer <i>Marcella D. Currie-Gross</i>	Typed Name MARCELLA D CURRIE GROSS	Date 06/25/14
For the Performing/ Sponsoring Organization: (Signature of persons authorized to incur contractual obligations)		
Signature <i>Archie Clutter</i>	Type Name and Title Archie C Clutter, Dean and Director, Agricultural Research Division	Date 06/25/14
Signature	Type Name and Title	Date

06/25/2014

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Agreement Number: 58-5438-3-419

Amendment No.: 3

Control No.: 33933

ARS Accounting Information - Agency Use Only

Account Code	FY	Amount	FMMI Fund Code	Cost Center	WBS Code
489-5438-960	2014	\$50,000.00	AR0093TRST	AR54389100	AR.SC.5438.01.0960

COMMENTS:

AMENDMENT #3 IS ISSUED AS FOLLOWS:

1. ADDS FY-2014 FUNDS OF \$50,000 FOR A TOTAL FEDERAL OBLIGATION OF \$781,714.12; THIS IS THE CUMULATIVE TOTAL FOR THE PROJECT TO DATE.
2. ADDS ITEM #11 IN THE MUTUAL AGREEMENTS SECTION TO INCORPORATE LANGUAGE REGARDING THE BREEDING PROGRAM AND POPULATIONS.
3. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

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Statement of Work

Agreement No. 58-5438-3419

Amendment No. 03

Cooperator: UNIVERSITY OF NEBRASKA

Control No. 33933

Objective:

To develop scientific information and new technology to solve high priority problems for the U.S. beef, sheep, and swine industries. The University of Nebraska and the USDA, ARS have had a strong cooperative program at the U.S. Meat Animal Research Center (USMARC) since the development of the Center.

The University provides personnel to produce feed and care for the livestock in the studies. ARS provides the overall management of the Center, strategic vision and priorities, facilities, scientific leadership, and laboratory expertise. This cooperative effort utilizes the resources of both parties in a very efficient manner to support a multidiscipline-oriented large animal research program. This cooperative agreement is funded by all the research projects at the USDA-ARS, Roman L. Hruska U.S. Meat Animal Research Center (USMARC) located in Clay Center, Nebraska.

Approach:

In alignment with the strategic vision and management of ARS, the University will provide qualified personnel to care for and manage livestock involved in studies as well as the safe operation, care, and maintenance of required infrastructure such as vehicles, scales, fences, corrals, rangeland, roads, crop land, buildings, and associated equipment; to gather and manage field data in conduct of research projects; and to provide agriculture crop production and utilization support.

ARS will provide the strategic operational leadership, scientific leadership, laboratory expertise, necessary technical supervision, land, facilities, and equipment required to conduct research.

STATEMENT OF MUTUAL INTEREST:

The Parties have a long history of collaborative research. This collaboration has been, and continues to be, a vital, synergistic relationship wherein ARS scientists are able to expand their research capacity through their relationships with UNL and UNAES scientists, and the UNL scientists are engaged in collaborative opportunities with ARS scientists.

It is in the interest of both parties to continue their close working relationship so that research can be better directed toward meeting the needs of the United States and other nations, and can be more expeditiously accomplished at less cost. The parties agree that meeting the objectives of this project will strengthen and enhance ongoing research conducted independently at each institution. Both parties are actively engaged in independent research projects. The research will be conducted at the U.S. Meat Animal Research Center (USMARC) and other mutually agreed upon sites.

Proceeds from the sale of animals that have completed their usefulness to the program are used to offset the cost of the research program. At the time of weaning, a market value will be determined for the animals. This value will be distributed to the cooperator following animal harvest.

It is the intention of the parties to this Agreement that the research work shall affirm their mutual interest in cooperative research programs. It is the intention of the parties to this Agreement that the research work shall affirm their mutual interest in cooperative research programs and exchanges and shall be for their mutual benefit and the benefit of the people of the United States. This Specific Cooperative Agreement supports research conducted under the following National Programs:

101/ Food Animal Production
103/ Animal Health
108/ Food Safety (animal and plant products)
214/ Agricultural and Industrial Byproducts

**THE COOPERATOR AGREES TO:
SEE THE ORIGINAL AGREEMENT DOCUMENT.**

TEXT MESSAGING POLICY:

Executive Order 13513 establishes a Federal Government-wide prohibition on text messaging while driving on official business or when using Government supplied equipment. Any person authorized to operate a Government owned or leased vehicle or use Government supplied equipment under an agreement issued on or after October 1, 2009, shall not engage in text messaging when driving a Government-owned or leased (GSA or commercially leased), or a privately-owned vehicle (POV) while on official Government business, or when using electronic equipment supplied by the Government while driving.

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REE strongly encourages all contractors, grantees, cooperators, subcontractors, grant recipients, and sub recipients to adopt and enforce similar internal policies which ban text messaging and also to consider new rules and programs, and to reevaluate existing programs to prohibit text messaging while driving, and conduct education, awareness, and other outreach to their employees about the safety risks associated with texting while driving.

ARS AGREES TO:

SEE THE ORIGINAL AGREEMENT DOCUMENT.

MUTUAL AGREEMENTS:

1. The agreement budget, Form REE-454, is hereby incorporated into the agreement. The awarding agency will reimburse the Cooperator for the costs as budgeted, in the amount of \$50,000.00 and will contribute in-house resources in the amount of \$18,000.00. As evidence of the Cooperator's contribution to this project, the Cooperator will provide in-house resources in the amount of \$10,000.00.
2. Payments to the Cooperator will be made through: HHS/ Payment Management System
3. See applicable Provisions on the website:
<http://www.afm.ars.usda.gov/agreements/partnership.htm>.
4. Correspondence and documentation submitted by the Cooperator to the ARS PI in reference to this agreement should cite Agreement No. 58-5438-3-419
5. Copies of all correspondence should be forwarded to the ADO at:
 USDA, AGRICULTURAL RESEARCH SERVICE
 BUDGET, TRAVEL, AND AGREEMENTS BRANCH, WBSC
 2150 CENTRE AVENUE, BUILDING D, SUITE 310
 FORT COLLINS CO 80526
6. ARS employees may not intervene in the employer-employee relationship between the Cooperator and its employees. In addition, ARS may not act so as to hire or otherwise engage in the personnel management of the Cooperator's employees.
7. Work performed under this agreement will be done in ARS and/ or University facilities. The Cooperator's personnel are authorized to work in ARS facilities and laboratories pursuant to the Rules of the Workplace listed in the General Provisions. All Cooperator personnel working on this project in ARS facilities shall complete ARS mandated safety training and complete an Emergency Contact Form, which will be kept in the agreement file, when utilizing ARS facilities in Clay Center, NE.
8. The Cooperator's personnel will conduct work during normal business hours, but on occasion may need access to ARS facilities during non-business hours.
9. The Cooperator's personnel are authorized to operate government owned vehicles. The Cooperator's personnel are also authorized to be passengers/ riders in motor vehicles owned and operated by ARS personnel. Cooperator's personnel must have a valid driver's license.
10. ARS and the Cooperator will work closely to assure the publications resulting from the research conducted under this cooperative agreement are submitted to the ARS PI.

EXPANDED MUTUAL AGREEMENTS PER AMENDMENT #3:

11. Animal (cattle, sheep, and swine) ownership at the US Meat Animal Research Center will be defined in the manner described below. The ownership distribution described in this amendment will become effective on June 1, 2014 and will be permanent unless modified in writing by both parties.

1. The commercial Angus breeding population is owned by the University of Nebraska. This population is defined as all females with the population code AQ, any base cow (population code "GF") bred to produce crossbred replacements, and crossbred animals that are kept as replacement females for this Angus commercial population. The commercial population is currently 681 females. The target for this population will be 1,000 females annually exposed to breeding. The population will then be held stable at 1,000 in addition:

- a. All progeny born to UNL owned females are owned by UNL.
- b. All male progeny born to UNL owned females will be purchased by ARS at weaning.

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i. Purchase price will be determined by joint agreement between ARS administration and UNL personnel at USMARC. Purchase price will be determined by using the most current animal weight in conjunction with a local market survey that details the current market price for the weight and type of animal being purchased. This weight and market survey data will be a part of the permanent file regarding the purchase and will be maintained in order to document the purchase price.

2. All other animals (remaining cattle not defined in number 1 above, swine, sheep) used for research at USMARC are owned by ARS.

U.S. DEPARTMENT OF AGRICULTURE
 AGRICULTURAL RESEARCH SERVICE

COOPERATIVE AGREEMENT BUDGET

COOPERATOR UNIVERSITY OF NEBRASKA AGREEMENT NO. 58-5438-3-419 AMENDMENT NO. 03	ARS TO REIMBURSE	ARS IN-HOUSE COSTS	COOPERATOR CONTRIBUTION(S)
A. Salaries and Wages			
1. PI(s)/PD(s)	\$0.00	\$0.00	\$0.00
2. Other Professional Personnel	\$0.00	\$0.00	\$0.00
3. Support Personnel	\$50,000.00	\$6,500.00	\$3,790.00
Total Wages and Salaries	\$50,000.00	\$6,500.00	\$3,790.00
B. Fringe Benefits (If charged as Direct Costs)	\$0.00	\$0.00	\$1,210.00
C. Total Salaries, Wages, and Fringe Benefits (A plus B)	\$50,000.00	\$6,500.00	\$5,000.00
D. Nonexpendable Equipment (Attach supporting data) (List items and dollar amounts for each item)	\$0.00	\$0.00	\$0.00
E. Materials and Supplies	\$0.00	\$11,500.00	\$0.00
F. Travel			
1. Domestic	\$0.00	\$0.00	\$0.00
2. Foreign (List destination and amount for each trip)	\$0.00	\$0.00	\$0.00
G. Publication Costs/ Page Charges	\$0.00	\$0.00	\$0.00
H. Computer (ADPE) Costs	\$0.00	\$0.00	\$0.00
I. Sub Contract Costs	\$0.00	\$0.00	\$0.00
J. All Other Direct Costs (Attach supporting data) (List items and dollar amounts for each item)	\$0.00	\$0.00	\$0.00
K. Total Direct Costs (C through J)	\$50,000.00	\$18,000.00	\$5,000.00
L. Indirect Costs (Specify rate and base)			
Rate :			
Base :	\$0.00	\$0.00	\$5,000.00
M. Total Costs (K plus L)	\$50,000.00	\$18,000.00	\$10,000.00
COMMENTS			
<p>NOTES:</p> <ol style="list-style-type: none"> 1. A separate budget is required for each funding period. 2. Federal Statute (7 U.S.C. 3318 (b)(1)(B)) requires a contribution of resources by all parties toward meeting the objectives of the Cooperative Agreement. 3. The Cooperator's contribution must be no less than 20 percent of the total of the resource contributions under the cooperative agreement. Resource contributions of the Cooperator must consist of a sufficient amount of itemized direct costs to substantiate a true stake in the project as determined by the ADO. The Cooperator's contribution must be maintained at 20 percent of Federal funding throughout the life of the cooperative agreement. (7 CFR 550.15) 4. USDA is prohibited from reimbursing State Cooperative Institutions for indirect costs or tuition remission. Indirect costs will be reimbursed only upon receipt of an approved indirect Cost Rate Schedule. (7 USC 3319) 5. Unrecovered indirect costs may be used to meet a portion of the resource contribution requirement toward the cooperative effort. 6. Unallowable costs as defined in OMB Circulars, A-21, A-122, or A-87 as applicable, cannot be considered a resource contribution. 			

08/19/2013

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Agreement Number: 58-5438-3-419

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ARS Accounting Information – Agency Use Only

Account Code	FY	Amount	FMMI Fund Code	Cost Center	WBS Code
301 5438-010	2013	\$33,000.00	AR0001BASE	AR54380100	AR.MU.5438.01.0010
301-5438-030	2013	\$74,800.00	AR0001BASE	AR54380300	AR.MU.5438.01.0030
301-5438 050	2013	\$ 1,700.00	AR0001BASE	AR54380500	AR.MU.5438.01.0050

COMMENTS:

THIS SCA IS ISSUED AS FOLLOWS:

1. NEW FOLLOW-ON TO EXPIRING SCA #58-5438-8-335, WHICH REACHES ITS FULL FIVE YEARS ON 08/31/2013.
2. FUNDS REMAINING IN SCA #58-5438-8-335 WILL BE TRANSFERRED TO SCA #58-5438-3-419 VIA THE DISBURSEMENT AUTHORITY UPON RECEIPT OF THE FINAL FINANCIAL STATUS REPORT (FSR) SUBMITTED BY UNL
3. THE FINAL FSR IS DUE NO LATER THAN 11/30/2013 BUT CAN BE SUBMITTED EARLIER IF UNL CHOOSES TO DO SO.

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Statement of Work

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Amendment No. 00

Cooperator: UNIVERSITY OF NEBRASKA

Control No. 33933

Objective

To develop scientific information and new technology to solve high priority problems for the U.S. beef, sheep, and swine industries. The University of Nebraska and the USDA, ARS have had a strong cooperative program at the U.S. Meat Animal Research Center (USMARC) since the development of the Center

The University provides personnel to produce feed and care for the livestock in the studies. ARS provides the overall management of the Center, strategic vision and priorities, facilities, scientific leadership, and laboratory expertise. This cooperative effort utilizes the resources of both parties in a very efficient manner to support a multidiscipline-oriented large animal research program. This cooperative agreement is funded by all the research projects at the USDA-ARS, Roman L. Hruska U.S. Meat Animal Research Center (USMARC) located in Clay Center, Nebraska.

Approach:

In alignment with the strategic vision and management of ARS, the University will provide qualified personnel to care for and manage livestock involved in studies as well as the safe operation, care, and maintenance of required infrastructure such as vehicles, scales, fences, corrals, rangeland, roads, crop land, buildings, and associated equipment; to gather and manage field data in conduct of research projects; and to provide agriculture crop production and utilization support

ARS will provide the strategic operational leadership, scientific leadership, laboratory expertise, necessary technical supervision, land, facilities, and equipment required to conduct research.

STATEMENT OF MUTUAL INTEREST:

The Parties have a long history of collaborative research. This collaboration has been, and continues to be, a vital, synergistic relationship wherein ARS scientists are able to expand their research capacity through their relationships with UNL and UNAES scientists, and the UNL scientists are engaged in collaborative opportunities with ARS scientists.

It is in the interest of both parties to continue their close working relationship so that research can be better directed toward meeting the needs of the United States and other nations, and can be more expeditiously accomplished at less cost. The parties agree that meeting the objectives of this project will strengthen and enhance ongoing research conducted independently at each institution. Both parties are actively engaged in independent research projects. The research will be conducted at the U.S. Meat Animal Research Center (USMARC) and other mutually agreed upon sites. Proceeds from the sale of animals that have completed their usefulness to the program are used to offset the cost of the research program. All animals are owned by the cooperator, with the exception that all cattle weaned in calendar year 2013 and 2014 will be owned by ARS at the time of weaning. All sheep and swine weaned in 2014 will be owned by ARS. At the time of weaning, a market value will be determined for the animals. This value will be distributed to the cooperator following animal harvest.

It is the intention of the parties to this Agreement that the research work shall affirm their mutual interest in cooperative research programs. It is the intention of the parties to this Agreement that the research work shall affirm their mutual interest in cooperative research programs and exchanges and shall be for their mutual benefit and the benefit of the people of the United States. This Specific Cooperative Agreement supports research conducted under the following National Programs:

- 101: Food Animal Production
- 103: Animal Health
- 108: Food Safety (animal and plant products)
- 214: Agricultural and Industrial Byproducts

THE COOPERATOR AGREES TO:

1. Cooperator employees at USMARC will work closely with ARS in planning and conducting the activities outlined herein and when appropriate, analyzing data and reporting results of cooperative efforts.
2. To be responsible and accountable for the performance and conduct of all Cooperator employees assigned to the project. ARS does not have authority to supervise Cooperator employees or engage in the employer/employee relationship of the Cooperator.
3. Provide necessary beef cattle, sheep, and swine to be used in projects at USMARC.
4. Provide qualified personnel to care for and manage livestock involved in studies as well as the safe operation, care, and maintenance of required infrastructure such as vehicles, scales, fences, rangeland, roads, crop land, buildings and

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associated equipment

- 5 Provide qualified personnel to collect and manage research data in conduct of research projects.
- 6 Provide agriculture crop production and utilization support. Develop plans to improve pasture utilization and develop a long-term sustainable forage management system at USMARC.
- 7 Work closely with ARS in transferring the research results and technology developed by this partnership to the public through publications, seminars, field days, extension bulletins, and other appropriate mechanisms.
- 8 Share with ARS the responsibility of using ARS owned land, facilities and equipment under the principles of general safety and environmentally sound stewardship of the lands, taking reasonable precautions to protect the land, facilities and equipment. Notify the ARS location's Safety Officer of violations of safe and sound operating procedures.
- 9 Provide a brief (1 page, single-spaced) summary report no later than June 1st of each year addressing the following.
 - a. The most significant accomplishment of the past year.
 - b. The major accomplishments over the life of the project, including their predicted/ actual impacts.
 - c. The expected accomplishments during the next year.
 - d. Any technologies that have been transferred and to whom
 - e. When any technologies are likely to become available to end users.
 - f. A listing of publications produced during the period of 1 October- 30 September of the current year.
- 10 Unless otherwise specified in the Agreement, the Final Performance Report shall be due from the Cooperator Principal Investigator 90 calendar days following the expiration, completion, or termination date of the Agreement.
11. The following acknowledgment of Awarding Agency support must appear in the publications of any materials which is based upon or developed under this Agreement (whether or not copyrighted):
"This material is based upon work supported by the U.S. Department of Agriculture, Agricultural Research Service, under agreement No. 58-5438-3-419."

All such materials must also contain the following disclaimer unless the publication is formally cleared by USDA:

"Any opinions, findings, conclusion, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the view of the U.S. Department of Agriculture."

- 12 The Cooperator's Principal Investigator shall submit copies of all publications resulting from the research conducted in specific cooperative projects under this cooperative agreement to the ARS PI. The publications will be entered into the ARS publication database for cooperative agreement research accountability purposes and to facilitate data distribution and sharing via the world-wide web. The publication information entered into the ARS publication database will be accessible to the public through the ARS web site(s), including the name of the Cooperator's Principal Investigator and affiliation.

TEXT MESSAGING POLICY:

Executive Order 13513 establishes a Federal Government-wide prohibition on text messaging while driving on official business or when using Government supplied equipment. Any person authorized to operate a Government owned or leased vehicle or use Government supplied equipment under an agreement issued on or after October 1, 2009, shall not engage in text messaging when driving a Government-owned or leased (GSA or commercially leased), or a privately-owned vehicle (POV) while on official Government business, or when using electronic equipment supplied by the Government while driving.

REE strongly encourages all contractors, grantees, cooperators, subcontractors, grant recipients, and sub recipients to adopt and enforce similar internal policies which ban text messaging and also to consider new rules and programs, and to reevaluate existing programs to prohibit text messaging while driving, and conduct education, awareness, and other outreach to their employees about the safety risks associated with texting while driving.

ARS AGREES TO

1. Work closely with the Cooperator employees located at USMARC in planning and conducting the research outlined herein.
2. ARS employees are prohibited from engaging in matters related to the Cooperator's employer/ employee relations such as personnel and performance issues. The Cooperator is solely responsible for the administrative supervision of its employees.
3. The ARS PI will maintain close liaison with the Cooperator through scheduled visits, telephone calls, meetings, or other means to review, monitor and evaluate research progress and to assist in the planning and coordination of research to be undertaken.
4. Provide management of livestock and field crops for use in research efforts and field trials for projects identified in this agreement and for other research projects to be identified. All revenues and deposits from the sale of livestock and/or

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crops will receive through an ARS internal account to pay expenses associated with the operations under this Specific Cooperative Agreement

5. Provide access to ARS owned or leased land and facilities in Nebraska, and provide administrative assistance, as determined, for joint projects identified in this agreement and other research projects to be identified.
6. Provide access to ARS facilities and/or computer systems to accomplish work described in this Statement of Work. All non-Government employees with unescorted access to ARS facilities and computer systems must have background checks following the procedures established by USDA Directives 3800 series. Those granted computer access must fulfill all ARS requirements for mandatory security awareness and role-based advance security training, and sign all applicable statements of responsibility.
7. Provide training or access to training for UNL personnel assigned to use ARS Information Technology equipment in order to meet the security requirements of the Department of Homeland Security and the USDA-ARS.
8. Provide necessary technical supervision, land, facilities, equipment, scientific leadership, and laboratory expertise required to conduct research and operate research projects at USMARC
9. Manage, maintain, and make available data from individual experimental animal data bases required to address specific cooperative research efforts.
10. Work closely with UNL in freely transferring the research results and technology developed by this partnership to the public through publications, seminars, field days, extension bulletins, ARS Natural Resources Research Updates (ARS-NRRU), and other appropriate mechanisms. As it relates to specific cooperative research, work closely with the Cooperator to prepare findings for publication in peer-reviewed journals and presentations at meetings and/or commodity groups.
11. Provide strategic leadership and management of operational goals and objectives for the Center.
12. Make personnel, specialized equipment, and working space available to the project as required and mutually agreed upon. All such equipment will remain the property of ARS subject to its disposition.
13. Obtain the annual and final Performance Reports from the Cooperator's Principal Investigator and the annual and final Financial Status Reports from the Cooperator's accounting office.
14. The ARS PI shall obtain copies of all publications resulting from the research conducted under this cooperative agreement from the Cooperator's Principal Investigator to facilitate data distribution and sharing via the world-wide web.
 - a. The publications will be entered into the ARS publication database (ARIS system) for research accountability purposes for the subject cooperative agreement and will be applied to the ARS Project and Accession Number assigned to this cooperative agreement. The publication(s) will be withheld from the ARS web site until the actual publication date.
 - b. The ARS PI shall assure the publication information is complete including the Title, Authors and Affiliations, Journal or Equivalent name.

MUTUAL AGREEMENTS:

1. The agreement budget, Form REE-454, is hereby incorporated into the agreement. The awarding agency will reimburse the Cooperator for the costs as budgeted, in the amount of \$109,500.00 and will contribute in-house resources in the amount of \$48,957.00. As evidence of the Cooperator's contribution to this project, the Cooperator will provide in-house resources in the amount of \$21,900.00.
2. Payments to the Cooperator will be made through: HHS/ Payment Management System.
3. See applicable Provisions on the website:
<http://www.afm.ars.usda.gov/agreements/partnership.htm>.
4. Correspondence and documentation submitted by the Cooperator to the ADODR in reference to this agreement should cite Agreement No. 58-5438-3-419.
5. Copies of all correspondence should be forwarded to the ADO at:
 USDA, AGRICULTURAL RESEARCH SERVICE
 BUDGET TRAVEL AND AGREEMENTS BRANCH, WBSC
 2150 CENTRE AVENUE, BUILDING D, SUITE 310
 FORT COLLINS CO 80526
6. ARS employees may not intervene in the employer-employee relationship between the Cooperator and its employees. In addition, ARS may not act so as to hire or otherwise engage in the personnel management of the Cooperator's employees.
7. Work performed under this agreement will be done in ARS and/or University facilities. The Cooperator's personnel are

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authorized to work in ARS facilities and laboratories pursuant to the Rules of the Workplace listed in the General Provisions. All Cooperator personnel working on this project in ARS facilities shall complete ARS mandated safety training and complete an Emergency Contact Form, which will be kept in the agreement file, when utilizing ARS facilities in Clay Center, NE

8 The Cooperator's personnel will conduct work during normal business hours, but on occasion may need access to ARS facilities during non-business hours.

9 The Cooperator's personnel are authorized to operate government owned vehicles. The Cooperator's personnel are also authorized to be passengers/riders in motor vehicles owned and operated by ARS personnel. Cooperator's personnel must have a valid driver's license.

10. ARS and the Cooperator will work closely to assure the publications resulting from the research conducted under this cooperative agreement are submitted to the ARS PI.

U.S. DEPARTMENT OF AGRICULTURE
 AGRICULTURAL RESEARCH SERVICE

COOPERATIVE AGREEMENT BUDGET

COOPERATOR UNIVERSITY OF NEBRASKA AGREEMENT NO 58-5438-3-419 AMENDMENT NO. 00	ARS TO REIMBURSE	ARS IN-HOUSE COSTS	COOPERATOR CONTRIBUTIONS
A Salaries and Wages			
1 Pits/ PD(s)	\$0.00	\$0.00	\$0.00
2 Other Professional Personnel	\$0.00	\$0.00	\$0.00
3 Support Personnel	\$76,650.00	\$20,000.00	\$10,950.00
Total Wages and Salaries →	\$76,650.00	\$20,000.00	\$10,950.00
B Fringe Benefits (if charged as Direct Costs)	\$32,850.00	\$6,000.00	\$0.00
C Total Salaries, Wages, and Fringe Benefits (A plus B) →	\$109,500.00	\$26,000.00	\$10,950.00
D Nonexpendable Equipment (Attach supporting data) (List items and dollar amounts for each item)	\$0.00	\$0.00	\$0.00
E Materials and Supplies	\$0.00	\$20,000.00	\$0.00
F Travel			
1 Domestic	\$0.00	\$0.00	\$0.00
2 Foreign (List destination and amount for each trip)	\$0.00	\$0.00	\$0.00
G Publication Costs/ Page Charges	\$0.00	\$0.00	\$0.00
H Computer (ADPE) Costs	\$0.00	\$0.00	\$0.00
I Sub Contract Costs	\$0.00	\$0.00	\$0.00
J All Other Direct Costs (Attach supporting data) (List items and dollar amounts for each item)	\$0.00	\$0.00	\$0.00
K Total Direct Costs (C through J) →	\$109,500.00	\$46,000.00	\$10,950.00
L Indirect Costs (Specify rate and base)			
Rate			
Base	\$0.00	\$2,957.00	\$10,950.00
M Total Costs (K plus L) →	\$109,500.00	\$48,957.00	\$21,900.00
COMMENTS			
NOTES: 1 A separate budget is required for each funding period 2 Federal Statute (7 U.S.C. 3218 (b)(1)(B)) requires a contribution of resources by all parties toward meeting the objectives of the Cooperative Agreement 3 The Cooperator's contribution must be no less than 20 percent of the total of the resource contributions under the cooperative agreement. Resource contributions of the Cooperator must consist of a sufficient amount of itemized direct costs to substantiate a true stake in the project as determined by the ADO. The Cooperator's contribution must be maintained at 20 percent of Federal funding throughout the life of the cooperative agreement. (7 CFR 550.15) 4 USDA is prohibited from reimbursing State Cooperative institutions for indirect costs or tuition remission. Indirect costs will be reimbursed only upon receipt of an approved indirect Cost Rate Schedule. (7 USC 3319) 5 Unrecovered indirect costs may be used to meet a portion of the resource contribution requirement toward the cooperative effort 6 Unallowable costs as defined in OMB Circulars, A-21, A-122, or A-87 as applicable, cannot be considered a resource contribution.			

U.S. DEPARTMENT OF AGRICULTURE

Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON PAGE 2)

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this certification been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) have not within a three-year period preceding this certification had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

University of Nebraska, Lincoln, Agricultural Research Division, NE Agricultural Experiment Station 58-5458 3-110
Organization Name Award Number or Project Name

David S. Jackson, Associate Dean & Associate Director

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

19 Aug 2013
Date

- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d) (2), from employee or otherwise receiving actual notice of such convictions;
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement or other appropriate agency.
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

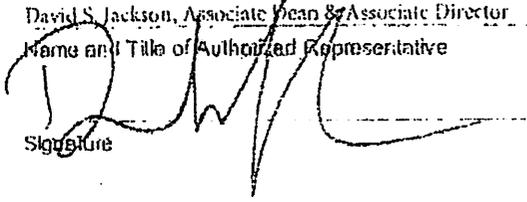
(B) The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (Street Address, City, County, State, Zip Code)

University of Nebraska-Lincoln
 Agricultural Research Division, NE Agricultural Experiment Station
 207 Agricultural Hall
 Lincoln, NE 68583-0704

University of Nebraska-Lincoln, Agricultural Research Division, NE Agricultural Experiment Station 58-5438 3 419
 Organization Name PFI/Award Number or Project Name

David S. Jackson, Associate Dean & Associate Director
 Name and Title of Authorized Representative

 19 Aug 2013
 Signature Date

Instructions for Certification

1. By signing and submitting this form, the grantee is providing the certification set out on pages 1 and 2.
2. The certification set out on pages 1 and 2 is a material representation of fact upon which reliance was placed when the agency determined to award the grant. If it is later determined that the grantee knowingly rendered a false certification or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

UNITED STATES DEPARTMENT OF AGRICULTURE

CERTIFICATION REGARDING LOBBYING - CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

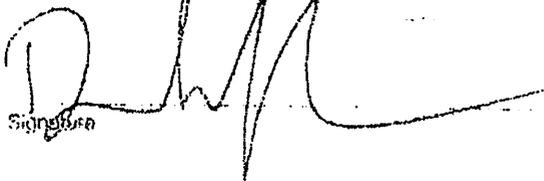
The undersigned certifies to the best of his or her knowledge and belief, that

- 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 the 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
- 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 1111, "Disclosure Form to Report Lobbying," in accordance with its instructions; Standard Form 1111 is available at www.afm.ars.usda.gov/ead/forms/htm
- The undersigned shall require that the language of this certification be included in the award documents for all subawards at all levels (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.

University of Nebraska, Lincoln, Agricultural Research Division, NE Agricultural Experiment Station 58 5438 3 419
Organization Name Award Number or Project Name

David S. Jackson, Associate Dean & Associate Director
Name and Title of Authorized Representative


Signature

19A 2013
Date

SELECT ORGANIZATION TYPE:

SUBJECT CODE:

Required Information (Check one box only)

- 1861 Land-Grant College LG
- 1890 Land-Grant College HG
- Cooperative Extension Service CO
- Female Owned FO
- Hispanic Institution HI
- Individual IN
- Municipality Owned MO
- Other OF
- Other Federal Research FR
- Private for Profit FP
- Private Non-Profit PN
- Private University or College PH
- Public University or College PU
- Small Business SB
- State Agricultural Research Station SA
- State or Local Government SL
- Veterinary School or College VE

The following additional information is required:

- Dunn and Bradstreet Universal Numbering System (DUNS) 55-545-6995
- Tax Identification Number (TIN) 47-0049123
- EIN
- Authorized Organizational Representative E-Mail Address ardgrants-acc@listserv.unl.edu
- Principal Investigator E-Mail Address ardgrants_acc@listserv.unl.edu

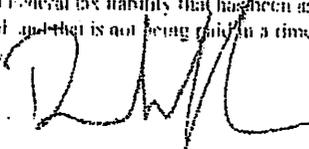
Transactions with Corporations

Check One: Cooperator is is not an entity which has filed articles of incorporation in one of the fifty states, the District of Columbia, or any of the territories of the United States of America.

If "is" has been checked, completion of the following representation is required:

By signing below the undersigned attests that [insert corporation name] has not been convicted of a felony criminal violation under Federal or State law within the past 24 months preceding the date of signature, nor has any officer or agent of [insert corporation name] been convicted of a felony criminal violation under Federal or State law in the past 24 months preceding the date of signature.

By signing below the undersigned attests that [insert corporation name] has not had 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 liability.

Signature:  Date: 19 Aug 2013

Printed Name & Title: David S. Jackson, Associate Dean & Associate Director