

**SUBCONTRACTOR INFORMATION**

<b>Subcontractor</b>		<b>Contract Number</b>	22007-2023-
<b>UEI</b>		<b>EIN</b>	
<b>Project Title</b>	22007 Outreach Support Program	<b>Maximum Cost</b>	\$7,500
<b>Period of Performance Start</b>	10/2/2023	<b>Period of Performance End</b>	12/22/2023

**SUBCONTRACTOR CONTACTS**

<b>Principle Investigator Name</b>	
<b>Email</b>	<b>Telephone</b>
<b>Authorized Official Name</b>	
<b>Email</b>	<b>Telephone</b>
<b>Financial Contact Name</b>	
<b>Email</b>	<b>Telephone</b>
<b>Invoice/Payment Email</b>	<b>Payment Address</b>

**EXTENSION FOUNDATION INFORMATION:**

<b>Contact Name</b>	Brenna Kotar	<b>Title</b>	Contracts & Grants Management
<b>Telephone</b>	(512) 351-2077	<b>Email</b>	brennakotar@extension.org
<b>Address</b>	c/o Bryan Cave LLP 1200 Main Street, Suite 3800 Kansas City, MO 64105-2122	<b>Invoices</b>	payables@extension.org

Extension Foundation ("Extension") is a Missouri nonprofit corporation and an IRC § 501(c)(3) public charity.

**SIGNATURES:**

By signing below, Subcontractor and Extension each acknowledges that it has read and understands, and agrees to be legally bound by, this Agreement.

**SUBCONTRACTOR**

**EXTENSION FOUNDATION**

**By :** \_\_\_\_\_  
**Name :** \_\_\_\_\_  
**Title :** \_\_\_\_\_  
**Date :** \_\_\_\_\_

**By :** \_\_\_\_\_  
**Name :** \_\_\_\_\_  
**Title :** \_\_\_\_\_  
**Date :** \_\_\_\_\_

## TERMS AND CONDITIONS

Whereas, Extension Foundation ("Extension") acts to help Cooperative Extension Professionals make a visible and measurable impact on local issues; and

Whereas, Subcontractor desires to enter into this Agreement to assist Extension in such endeavor.  
Now, therefore, the parties agree as follows:

### Article 1. SERVICES

(a) Services to Be Provided. Extension Foundation agrees to engage Subcontractor to perform the services specified in the Statement of Work, hereto as **Attachment 1**, including providing the necessary personnel, equipment, facilities or supplies, and Subcontractor agrees to be so engaged and to perform the Services, in accordance with this agreement and the attachments hereto (collectively, "Agreement"). Without limiting the foregoing, Subcontractor agrees to be bound to and to assume toward Extension all applicable obligations and responsibilities which Extension assumes from the originating funding agency or donor.

(b) Modifications to Statement of Work, Budget and Budget Narrative. If it is necessary to modify the Statement of Work, Budget and Budget Narrative, including changing any assigned personnel and extension of the period of performance of Services ("Performance Period"), Subcontractor must submit in writing a justification for the change along with the revised Statement of Work, Budget and Budget Narrative and obtain the written approval of Extension. Requests for an extension of the Performance Period must be submitted at least sixty (60) days prior to the expiration thereof. Notwithstanding the foregoing, Subcontractor may modify/reallocate up to ten percent (10%) of the budgeted amounts without notifying Extension.

(c) Independent Entity; Liability. In its performance of Services, Subcontractor will be an independent entity, and nothing herein creates, or will be construed to create, a partnership, joint venture, agency or employment relationship between Extension and Subcontractor. Each party will be responsible for its own negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors to the extent allowed and in a manner prescribed by, and without waiver of any sovereign or governmental immunity rights or defenses under, applicable law.

(d) Books and Records. The books of account, files, and other records of Subcontractor which are applicable to this Agreement and the Services to be performed will at all reasonable times be available for inspection, review, and audit by Extension and its representatives to determine the proper application and use of all funds paid to or for the account or benefit of Subcontractor pursuant to this Agreement. Subcontractor further agrees to provide Extension with copies of any independent auditors' reports which present instances of noncompliance with federal law and which bear directly on the performance or administration of this Agreement, and any responses to the auditors' reports and plans for corrective action.

### Article 2. REIMBURSEMENT OF COSTS; REPORTING

(a) Invoicing. In consideration of the Services to be performed by Subcontractor, Extension will pay to Subcontractor two payments totaling \$7,500. The first payment of \$5,000 will be paid by Extension on certified invoices submitted by Subcontractor following execution of this Agreement. Subcontractor will submit a final invoice in the amount of \$2,500 upon completion of the 3rd event and submittal of 3rd progress report.

(b) Reporting. Subcontractor will provide to Extension a progress report, due upon completion of each event for a total of 3 progress reports. A reporting webform will be provided.

### Article 3. TERM

(a) Term and Termination. This Agreement is effective commencing on the start date of the Performance Period and will expire on the earlier to occur of (i) the end date of the Performance Period and (ii) thirty (30) days after a party receives written notice of termination from the other party.

(b) Effect of Termination. Upon termination of this Agreement, any and all rights and obligations of the parties under this Agreement will terminate, provided that all rights, obligations or liabilities accrued hereunder prior to termination, Article 5, and any other right, obligation or liability which by its nature or express duration extends beyond the termination of this Agreement, will survive termination and continue in effect indefinitely or for that express duration.

#### Article 4. REPRESENTATIONS

Subcontractor represents to Extension as follows:

(a) Performance. All Services performed by Subcontractor will be performed in a workmanlike manner, with professional diligence and skill, and using sound and professional principles and practices in accordance with normally accepted academic or industry standards, as applicable.

(b) No Infringement. The Work (as defined below) (i) will be an original work of Subcontractor, (ii) will not infringe the intellectual property rights of any third party (and Subcontractor will notify Extension immediately if it becomes aware of any such infringement,) and (iii) will not include or incorporate or require the use of any third party materials or pre-existing intellectual property, unless Subcontractor (x) has specifically identified such third party materials or pre-existing intellectual property in the Statement of Work or otherwise obtained Extension's prior written consent and (y) has obtained a license or other right for Extension's benefit which is as extensive as the license set forth in Section 5(b) below.

(c) No Conflict. Subcontractor's execution and performance of this Agreement do not and will not violate the legal or contractual rights of any third party.

(d) Compliance. Subcontractor will observe and comply with all federal, state and local laws, ordinances, regulations, rules and standards that may apply to its performance of the Services. Without limiting the foregoing, Subcontractor is responsible for obtaining any required approvals for the performance of the Services, such as institutional review board or institutional animal care and use, and satisfying any conditions of approval, such as obtaining informed consent.

(e) Binding Agreement. The person signing this Agreement on behalf of Subcontractor has been properly authorized and empowered to enter into, and bind Subcontractor to, this Agreement.

#### Article 5. INTELLECTUAL AND OTHER PROPERTY

(a) Ownership of Work by Subcontractor. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, and all other rights (collectively, "Intellectual Property Rights"), in and to all documents, work product, content and other materials that are created by or on behalf of Subcontractor in the course of performing the Services (collectively, "Work") will be owned by Subcontractor. Nothing in this Agreement is intended to reduce, limit, or restrict any rights arising from fair use, first sale, or other limitations on the exclusive rights of Subcontractor with respect to Work under applicable laws. If special circumstances require the ownership of intellectual property by Extension, it will be subject to a separate agreement.

(b) Grant of License to Extension. Subcontractor hereby grants Extension a license to all Work, including using, reproducing, preparing derivative works, distributing, publicly displaying, transmitting, and publicly performing all Work, free of charge and on a non-exclusive, worldwide, transferable, fully paid-up, royalty-free and perpetual basis, to the extent necessary or appropriate to enable Extension to make use of the Work and Services in furtherance of the mission of Extension and in a manner consistent with Extension's Terms of Use ([www.extension.org/main/termsfuse](http://www.extension.org/main/termsfuse)) in all current and future media and formats, subject to the inclusions of appropriate notices of copyright, trademark and other proprietary rights in the Work. Subcontractor further grants

Extension a license to the Intellectual Property Rights in and to the Work to the extent necessary to enable Extension to exercise all rights licensed to it under this Agreement.

(c) Ownership of Equipment. Subject to the terms of the Grant, if any, all right, title, ownership and interest in any non-capital or capital equipment purchased by Subcontractor pursuant to the terms of this Agreement will remain with Subcontractor.

#### Article 6. GENERAL PROVISIONS

(a) Binding Nature of Agreement; Assignment. All the terms and provisions of this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors, assigns, heirs and personal representatives. Neither party may assign, delegate or transfer to third parties its rights or obligations hereunder without the prior written consent of the other party.

(b) No Exclusive Agreement. This is not an exclusive agreement. Extension is free to engage others, and Subcontractor is free to accept engagement by others, to provide services the same as or similar to the Services.

(c) Notices. All notices or other communications required or permitted under this Agreement will be in writing and will be delivered by hand or overnight courier service, mailed by certified or registered mail, or sent by fax or email, using the recipient party's contact information as set forth in the Subcontractor Contacts section. A party may change its contact information by notice to the other party. All notices and other communications given to a party in accordance herewith will be considered to have been given on the date of receipt.

(d) Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, with respect to that subject matter. The express terms hereof control and supersede any course of performance or usage of the trade inconsistent with any of the terms hereof.

(e) Amendment. This Agreement may be amended, superseded, canceled, renewed or extended, and the terms hereof may be waived, only by a written instrument signed by Extension and Subcontractor or, in the case of a waiver, by the party waiving compliance.

(f) No Waiver. No failure or delay by any party in exercising any right, power, or privilege hereunder will operate as a waiver of any right, power, or privilege hereunder. No waiver of any default on any one occasion will constitute a waiver of any subsequent or other default. No single or partial exercise of any right, power, or privilege will preclude the further or full exercise thereof.

(g) Severability. The provisions of this Agreement will be considered severable, and the invalidity or unenforceability of any one or more of the provisions hereof will not affect the validity and enforceability of the other provisions hereof.

(h) Counterparts. This Agreement may be executed in any number of counterparts, each of which will be considered an original but all of which will constitute one and the same instrument.

(i) Construction. The terms "include," "including" and similar terms will be construed as if followed by the phrase "without being limited to." The term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereto," "hereby," "hereunder," and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision or section of this Agreement. Unless otherwise expressly stated, the term "party" means a party hereto and "parties" means, collectively, all parties hereto. All references herein to sections and exhibits will be construed to refer to sections of, and exhibits to, this Agreement. The headings of this Agreement are for purposes of reference only and will not limit or otherwise affect the meaning hereof.

(j) Insurance. Subcontractor will provide proof of and maintain in effect (a) worker's compensation insurance

that complies with applicable law and provides appropriate coverage for the Services, and (b) comprehensive general liability insurance, including contractual liability, with coverage limits that are consistent with those typically maintained by comparable businesses in Subcontractor's industry performing similar services. Proof of insurance must include, at a minimum, copies of the certificates of insurance and policy endorsements for the required insurance coverage.

## **Attachment 1 - Statement of Work**

The purpose of the Outreach Events program is to connect farmers, ranchers, and forest landowners to the 22007 Discrimination Financial Assistance Program (DFAP) through outreach and technical assistance events. Funding recipients will plan, market, and host the outreach/technical assistance events and coordinate with the DFAP Regional Hub vendors.

There will be two types of events:

1. Outreach/Education: An outreach/education event should be marketed to potential DFAP applicants, and should offer them an overview of the program, including eligibility, timelines, preparation useful prior to application, available assistance. Any such event should include information on technical assistance and how and when to obtain it, including a chance to sign up for one-on-one help.
2. Technical assistance: A technical assistance event will provide a higher level of guidance on application completion. Attendees will also receive direct assistance with accessing the DFAP application portal and completing the application.

The type of each event will be determined after communication and coordination with the Regional Hub vendors. The event could be a combination of the two types.

22007 Outreach Support Program Expectations:

- Must be a verified non-profit organization or institution of higher education;
- Commit to plan, market, and host three in-person events with a target of at least 35 attendees per event;
- Coordinate with the funder organization (Extension Foundation) and the DFAP Regional Hub Vendors to facilitate their 22007 activities at the events; and
- Submit required reporting event outcomes. Reports to be submitted via provided webform for each event and need to include PI name, organization/institution name, date, time, place, number of attendees, and a description of what occurred at the event. The last event report needs to be submitted by January 16, 2024.
- You have communicated and received approval from your Director/Administrator/Supervisor about hosting 3 events for the 22007 Outreach Support Program.
- Should you come in contact with personal records and documentation, you will maintain confidentiality of all records and ensure all records are not shared with unauthorized individuals for any reason; receive approval from USDA before sharing or allowing access to any private or confidential records.

\$7,500 for a minimum of 3 events. \$5,000 paid upon signing and the remaining \$2,500 will be paid upon receipt of the 3rd event/progress report. Please submit an invoice in order to receive payment.

This Subaward is funded in whole or in part with funds from the USDA. Neither the USDA nor any of its departments, agencies, or employees is or will be a party to this Subaward or any lower-tier Subaward. No privity between the USDA and Sub-Recipient is established by this Subaward. Sub Recipient shall respect and will not undermine the privity established by the Cooperative Agreement between USDA and the Extension Foundation.

Please describe your organization's or institution's mission.

Please describe your organization's or institution's direct connection to agricultural producers.

Briefly describe the organization's or institution's capacity to plan, market, and host accessible, culturally and linguistically appropriate outreach and/or technical assistance events targeted toward agricultural producers and coordinate with the Discrimination Financial Assistance Program Regional Hub vendors.

Complete the table with the proposed event locations, targeted audience/s, and number of attendees:

	Event Location	Existing Event? Or will plan event?	If planning event, please share brief details.	Targeted Audience/s	Projected date	# of Estimated Attendees
Event 1						
Event 2						
Event 3						