CONTINUATION TO THE NOTICE OF GRANT AWARD BETWEEN THE NATIONAL INSTITUTE FOR ANIMAL AGRICULTURE (GRANTEE) AND THE UNITED STATES DEPARTMENT OF AGRICULTURE ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS) VETERINARY SERVICES

Under the provisions of Article 18, Notice of Grant Award No. 09-9121-0100-GR is hereby continued for Fiscal Year 2010. All terms and conditions of this Agreement are presented below.

ARTICLE 1 - PURPOSE

The purpose of this Grant is to provide the National Institute for Animal Agriculture with support for disseminating cattle, sheep, swine, equine and avian program information to industry groups nationwide; and engaging in public educational activities to keep industry groups nationwide informed about control/eradication programs and implementing control/eradication plans for the National Disease Eradication Program and the National Scrapie Education Initiative.

ARTICLE 2 - AUTHORITIES

Under the Farm Security and Rural Investment Act of 2002, PL 107-171, Subtitle E, Animal Health Protection, Section 10401-10418, the Secretary of Agriculture, in order to protect the agriculture, environment, economy, and health and welfare of the people of the United States by preventing, detecting, controlling, and eradicating diseases and pests of animals, is authorized to cooperate with foreign countries, States, and other jurisdictions, or other persons, to prevent and eliminate burdens on interstate commerce and foreign commerce, and to regulate effectively interstate commerce and foreign commerce.

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 Cooperator and APHIS are incorporated into this Agreement by reference. If APHIS initially awards a reduced level of funding during a Continuing Resolution (CR), there will be a corresponding decrease in the projected accomplishments for the funding period. Upon extension of the CR or passage of an appropriation by Congress, revisions will be executed to increase the federal share, based on available funds, not to exceed the level reflected in the annual Financial Plan.
- b. The provisions of this **Agreement** will not replace functions that are being conducted by the **Cooperator** 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 **Cooperator 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 - GRANTEE RESPONSIBILITIES

The Cooperator understands and agrees to/that:

- a. Designate in writing to APHIS the **Grantee'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. Submit to APHIS' authorized representative properly certified quarterly accomplishment reports on activities outlined in the Work Plan and Financial Plan. The reports will be used by APHIS to verify compliance with provisions of this Agreement. Interim quarterly reports are due no later than 30 days after the end of each quarter and the final report is due no later than 90 days after the Agreement expires or terminates. For a program starting more than 45 days into a quarter, the first report will be due at the end of the next quarter. Any requests for an extension of time to submit the reports must be justified and made in writing to APHIS' authorized representative before expiration of the initial 30 or 90 day period allowed for submitting the report. Extensions of time to submit the reports 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' authorized representative properly certified quarterly Federal Financial Reports (FFR), no later than 30 days after the end of each quarter and a final FFR no later than 90 days after the Agreement expires or terminates. For a program starting more than 45 days into a quarter, the first report will be due at the end of the next quarter. 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 initial 30 or 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. When an agreement includes multiple projects covered by multiple Work Plans and Financial Plans, each project must be reported on a separate FFR. Further, all federal funds reflected as unobligated on the final FFR will no longer be available for obligation by the Cooperator.
- e. Treat any program income derived under this Agreement using the Deduction Alternative in accordance with the provisions of 7 CFR 3019.24(b)(3) which provides for a decrease in the financial contributions of each cooperating party to this project.
- f. 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, advance of funds will be made by APHIS in increments as indicated under 11.j of the SF-270 to cover monthly disbursement needs.
- g. Obtain a Dun and Bradstreet (D&B) Data Universal Numbering System (DUNS) number by calling D&B at (800) 333-0505 (most expeditious) or visiting their website at http://www.dnb.com/us. This

requirement does not apply to individuals applying for assistance, unless it supports a business or non-profit organization they operate. Upon obtaining the DUNS number, the **Grantee** further agrees to register in the Central Contractor Registry (CCR) by visiting their website at http://www.ccr.gov (most expeditious) or calling 888-227-2423. The **Grantee** also agrees to update the CCR information as necessary and to **renew the registration** annually prior to its expiration date. This registration will provide a means to receive electronic funds transfers of all payments requested on the SF-270. **Grantees** without accounts at financial institutions can request waivers due to hardship because of physical or geographical barrier.

- h. APHIS may withhold payments called for in Article 5.b under the conditions outlined in 7 CFR 3019.22(h).
- i. Comply with 7 CFR 3017, 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 7 CFR 3021, "Governmentwide Requirements for Drug-Free Workplace".
- k. Comply with and enforce the requirements in 7 CFR 3018.110 (d) (1) and (2) for completion of the Certification Regarding Lobbying and the SF-LLL, Disclosure of Lobbying Activities. Such certifications and disclosures apply to the Cooperator and any subgrants and subcontracts exceeding \$100,000.
- l. When connected to the USDA, APHIS network, comply with the security guidelines as outlined in the USDA Cyber Security Manual Series 3500; including USDA Departmental Manual (DM) 3515, "Privacy Requirements", and USDA DM 3525, "USDA Internet Use and E-Mail Security". The Cooperator will not download any material (i.e., pictures, movies, or music files) bearing a copyright nor access any material defined as inappropriate in these regulations and directives. The Cooperator agrees that any of its personnel that are given access to the APHIS network, any systems on the APHIS network, or any personnel using APHIS owned computer equipment will take any APHIS required security and privacy training.
- m. Work with the APHIS to ensure compliance with National Institute of Standards and Technology (NIST) system requirements and APHIS' Certification and Accreditation (C&A) standards. Specifically, the Cooperator will comply with NIST SP 800 37, "Guide for the Security Certification and Accreditation of Federal Information Systems"; NIST SP 800 53, "Recommended Security Controls for Federal Information Systems"; APHIS C&A Manual including APHIS C&A Templates; and any other relevant NIST and APHIS guides. Refer to the NIST website at http://csrc.nist.gov/publications/nistpubs/index.html to obtain copies of the NIST C&A publications.
- n. When transmit frequency determining devices (transmitters) are owned by the Federal Government, the Federal Government will have responsibility for frequency support (frequency authorizations for fixed locations). If Grantee-owned devices are provided, it will be the Grantee's responsibility to obtain frequency support by application to the Federal Communications Commission for use of government frequencies, or to obtain non government frequencies. All radio equipment will be maintained to original factory technical specifications. Mobile radio equipment removed from service will be kept at a central location with notification made to the designated Federal official. Notification of any changes, relocation, or removal of base stations or repeater stations in the system will be made to the APHIS Radio Communications Manager at Lakewood, Colorado, who will be available for technical guidance and, if needed, make periodic trips to monitor the system.

- o. Maintain an inventory control system of property purchased by the **Grantee** in whole or in part with Federal funds as required in the Section entitled "Equipment" of 7 CFR 3019.34. Cooperators 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 10 of this Agreement.
- p. Provide an annual inventory report of any Federally-owned or Federally-leased equipment on loan to the Cooperator.
- q. 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 Grantee will request written prior approval for the budget revision. The Grantee 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.
- r. Comply with the requirements for coordination, development, and use of geospatial data as mandated in OMB Circular A-16, "Coordination of Geographic Information and Related Spatial Data Activities".
- s. Meet the reporting requirements of the Federal Funding Accountability and Transparency Act by providing the following information. Parent organization DUNS number; primary place of performance street address, city, county, state, country and zip code; indicate if performance is in multiple counties and/or states; and provide any comments that might be relevant. APHIS will provide a supplemental sheet for the Cooperator's convenience in recording this information.
- t. Pursuant to 31 USC 3706 and 7 CFR, Part 3. Subpart B, any funds paid to a cooperator in excess of the amount to which the cooperator is finally determined to be entitled under the terms and conditions of the award constitute a debt to the Federal Government. If not paid within a reasonable period after the demand for payment, the Federal awarding agency my reduce the debt by:
 - (1) Making an administrative offset against other requests for reimbursements.
 - (2) Withhold advance payments otherwise due to the Cooperator
 - (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.

- u. Any information furnished to APHIS under this **Agreement** is subject to the Freedom of Information Act (5 USC 552).
- v. 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, including those set out in 7 CFR 3015.205(b), which hereby are incorporated in this agreement by reference, and such other statutory provisions as are specifically set forth herein.

ARTICLE 5 – APHIS RESPONSIBILITIES

APHIS agrees to/that:

- a. Designate Dr. Michael A. Carter as its Authorized Departmental Officer's Designated Representative who shall be responsible for collaboratively administering the activities conducted under this **Agreement**.
- b. Provide funds on an advance or reimbursable basis as payment of allowable, agreed-to costs incurred by the Grantee 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 **Grantee**, monthly and upon receipt of a properly certified Request for Advance or Reimbursement, SF270.
- d. Provide personnel and other resources to carry out its responsibilities as outlined in the Work Plan and Financial Plan.
- e. Upon receipt of the final Federal Financial Report, provide written notification to the cooperator that the balance of Federal funds reported as unobligated will no longer be available to the Cooperator.
 - f. Provide special training to carry out assignments, as mutually deemed necessary.

ARTICLE 6 - 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 7 - 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 8 - APPLICABLE REGULATIONS

As a condition of this award, the **Grantee** agrees to comply and require subrecipients to comply with the requirements contained in the United States Department of Agriculture's "Uniform Federal Assistance Regulations", 7 CFR 3015; "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", 7 CFR 3016; and/or "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations", 7 CFR 3019; in addition to "Governmentwide Debarment and Suspension (Non-Procurement)", 7 CFR 3017; "Governmentwide Requirements for Drug-Free Workplace", 7 CFR 3021; "New Restrictions on Lobbying", 7 CFR 3018; and Office of Management and Budget regulations governing "Controlling Paperwork Burdens on the Public", 5 CFR 1320.

ARTICLE 9 - TITLE TO EQUIPMENT

APHIS reserves the right to transfer title to any equipment purchased partially or fully by the **Grantee** under this **Agreement** with Federal funds within 120 days after receipt of the final inventory which is due 90 days after the end of the Federal support of the project for which it was acquired. Upon transfer of title, the Cooperator 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 10 - PATENTS AND INVENTIONS

The Grantee 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 7 CFR 3019.24(b)(3).

ARTICLE 11 - 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 Grantee 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 7 CFR 3019.24(b)(3) as applicable.

ARTICLE 12 - PUBLICATIONS AND AUDIOVISUALS

The final draft of any funded publication or audiovisual must be submitted by the **Grantee** 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 **Grantee** 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 **Grantee** will be free to proceed with publication without an acknowledgment. In the event that APHIS elects not to acknowledge the product, the **Grantee** 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 **Grante 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 APHIS Logo, by the **Grantee** 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 13 - BUY AMERICAN ACT

In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available under the Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act for the current Federal fiscal year, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

ARTICLE 14 - FUNDING PERIOD OBLIGATIONS AND EXTENSIONS

The funding period is the period during which this Agreement is in effect. Any funds not obligated by the Grantee during the funding period will revert to APHIS upon the expiration or termination of this funding period. Under 7 CFR 3019.25, this Agreement is subject to a one-time extension of up to 12 months to complete this project. The Grantee 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 7 CFR 3019.25, 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 15 - NON-DISCRIMINATION CLAUSE

No person in the United States shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in programs or activities funded in whole or in part by the United States Department of Agriculture based on race, color, national origin, age, disability, and, where applicable, sex, religion or political beliefs. Recipients will post a non-discrimination statement in accordance with USDA Departmental Regulation 4300-003 paragraph 7.b(2) found at http://www.ocio.usda.gov/directives/doc/DR4300-003.pdf.

ARTICLE 16 - TRAFFICKING IN PERSONS

APHIS, as the Federal awarding agency, hereby advises the Grantee, 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 7 CFR 3017.
- b. Provision 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 7 CFR 3017.

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 ward 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 17 - FLY AMERICAN ACT

The Cooperator 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 noncertificated air carrier costs less; or
 - (b) Service by a noncertificated air carrier can be paid for in excess foreign currency; or
 - (c) Service by a noncertificated 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 18 - FUNDING/EFFECTIVE PERIOD, REVISIONS, AND TERMINATION

The Federal award for this **Agreement** is in the amount of \$90,500 and the **Grantee's** share is \$0 for a total project cost of \$90,500. 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 **Grantee**, 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 April 1, 2010, and shall continue through March 31, 2011, 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 7 CFR 3019.

NATIONAL INSTITUTE FOR ANIMAL AGRICULTURE

P. Scott Stuart

Date

UNITED STATES DEPARTMENT OF AGRICULTURE ANIMAL AND PLANT HEALTH INSPECTION SERVICE

VETERINARY SERVICES

Associate Deputy Administrator

Date

Budget Object Class:

Accounting Code:

Amount:

Amount:

Accounting Code:

4117

052-9314-808

\$50,000.00

052-9314-480

\$40,500.00

DECISION MEMO FOR OUTGOING FUNDS FISCAL YEAR 2010 PENDING AWARDS

Agreement NO. (if assigned) and type: 10-9121-0100-GR continuation

Cooperator Name: National Institute of Animals Agriculture

Funding Level: \$50,000 (Johne's)

- What is the purpose of the agreement?
 NIAA will continue in a key role in assisting USDA-APIS-VS with efforts to help educate producers and veterinarians with the ultimate goal of helping to reduce the incidence of Johne's disease in the United States and with implementation of the National Johne's Disease Control Program.
- 2. How does the purpose/agreement align with the agency's and Secretary's priorities? This agreement aligns with Secretary's Priorities USDA Goal 1: Promotion of a safe, sufficient, and nutritious food supply for all Americans and people around the world and with Veterinary Services Priority Goal 1: Protect the United States from the occurrence of adverse animal health events. (Adverse animal health events can result from the real or perceived impacts of disease, pest, vectors, toxins, or natural disasters on public health, productivity or trade).
- 3. How is the agreement accomplishing its activities to achieve the results as stated in the agreement?
 NIAA provides professional support to the Johne's disease education efforts on a national scope. NIAA's Communications Team interacts closely with the USDA-APHIS-VS national Johne's disease coordinator, JDIP and the NJWG Education Committee to prioritize.
 - Johne's disease coordinator, JDIP and the NJWG Education Committee to prioritize objectives, establish timelines and ensure the National Johne's disease Education Initiative's success. They also update and maintain information on the www.Johnesdisease.org website as well as, attend key industry events such as World Dairy Expo, American Associate or Bovine Practitioners, Cattlemen's Industry Convention and other events as needed.
- 4. Is the same amount of funding needed this year as last year to accomplish the goals in the agreement?
 - The funding is the same amount as last fiscal year. Similar activities will be performed.
- 5. What performance information do you use to track accomplishments?

 Performance is tracked through performance reports submitted quarterly on program activities outlined in the Work and Financial Plan.

SIGNATURES:

Submitting officials:

ADODR

Date

Agreements Specialist:

Approving official:		Lean	
Deputy Administrator (or	designee):	Telyn	3-19-2010
Upon final signature, provin the official file and the	ide a copy of th APHIS Cost Ma	nis approval to your aga	reements specialist for inclusion