

USDA OAO - OASDFR COMPETITIVE GRANT FY2010

Grant Award Summary Sheet

1. **Award Number:** 59-2501-10-xxx
2. **Organization Name:** _____
3. **Project Title:** _____
4. **Project Period:** 09/28/2010-08/27/2011
5. **Award Amount:** \$000,000
6. **Legal authority under which the grant is awarded:** 7 U.S.C. 2279
7. **Appropriate Catalog of Federal Domestic Assistance (CFDA) number:** 10.443
8. *This award is to support the project which corresponds to the attached approved statement of work to accomplish the stated purpose of the grant award.*
9. *This award is to support the project which corresponds the attached approved budget plan for categorizing allocable project funds to accomplish the stated purpose of the grant award.*
10. **Type of applicant based on information submitted in the SF-424:**
T: Historically Black Colleges and Universities (HBCUs)

Award governing documents for all awardees:

- Grant Agreement which outlines the Terms and Conditions of the Award.
- The referenced proposal and any revisions or amendments thereto - incorporated by reference of the applicable [Code of Federal Regulations](#).
- 7 CFR 3015 Uniform Federal Assistance Regulations
- 7 CFR 3018 New Restrictions on Lobbying

Award governing documents based on applicant type•

Higher Education Institutions	Non-Profit Organizations	State, Local, and Indian Tribal Governments
<ul style="list-style-type: none"> - 7 CFR 3019 Uniform Administrative Requirements - 2 CFR PART 220 Federal 	<ul style="list-style-type: none"> - 7 CFR 3019 Uniform Administrative Requirements - 2 CFR PART 230 Federal 	<ul style="list-style-type: none"> - 7 CFR 3016 Uniform Administrative Requirements - 2 CFR PART 225 Federal
<ul style="list-style-type: none"> - Cost Principals 	<ul style="list-style-type: none"> - Cost Principals 	<ul style="list-style-type: none"> - Cost Principals

11. Project Officer Contact:

Asher Weinberg
 1400 Independence Ave., SW, Suite 520-A
 Washington, DC 20250- 9821202-720-6350
OASDFRAward@osec.usda.gov
 202-720-6350
 800-880-4183
 Fax:202-720-7136

Note: All communication regarding this grant should reference the corresponding **award number**.

GRANT AGREEMENT

ORIGINAL

This agreement dated October 1, 2010 is between

(USDA will complete)

Alabama A&M University

(Legal Organization Name)

Alabama A&M University

(Address)

the grantee, organized and operating under STATE, *(authorizing State statute)*

and the United States of America, acting through the United States Department of Agriculture, Departmental Administration, Office of Advocacy and Outreach (OAO). OAO agrees to grant a sum not to exceed \$000,000, subject to the terms and conditions of this agreement. The Outreach and Assistance for Socially Disadvantaged Farmers and Ranchers (OASDFR) grant statement of work approved by OAO, is attached, and shall commence within 10 days of the date of execution of this agreement by OAO and be completed by

September 30, 2011. OAO may terminate the grant in whole, or in part, at any time before the date of completion, whenever it is determined that the grantee has failed to comply with the conditions of this grant agreement or OAO regulations related hereto. The grantee may appeal adverse decisions in accordance with OAO's appeal procedures contained this grant agreement.

In consideration of said grant by OAO to the grantee, to be made pursuant to section 2501(a)(2) of the Food, Agriculture, Conservation, and Trade Act of 1990, the grantee will provide such a program in accordance with the terms of this grant agreement and applicable regulations.

This Award incorporates the following:

- This Grant Agreement which outlines the Terms and Conditions of the Award.
- The referenced proposal and any revisions or amendments thereto - incorporated by reference of the applicable Code of Federal Regulations (available at: <http://www.gpoaccess.gov/cfr/index.html>)

All Awardees

- 7 CFR 3015 Uniform Federal Assistance Regulations
- 7 CFR 3018 New Restrictions on Lobbying

Higher Education Institutions

- 7 CFR 3019 Uniform Administrative Requirements
- 2 CFR PART 220 Federal Cost Principals

Non-Profit Organizations

- 7 CFR 3019 Uniform Administrative Requirements
- 2 CFR PART 230 Federal Cost Principals

State and Local Governments (Tribal)

- 7 CFR 3016 Uniform Administrative Requirements

State, Local, and Indian Tribal Governments

- 2 CFR PART 225 Federal Cost Principals

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PART A Definitions

1. "Adverse decision" means an administrative decision made by an officer, employee, or committee of an agency that is adverse to a participant.
2. "Authorized Departmental Officer" (ADO) - the individual, acting within the scope of delegated authority, who is responsible for executing and administering awards on behalf of the U.S. Department of Agriculture.

ADO addresses, telephone, and facsimile numbers are as follows:

U. S. Department of Agriculture
Departmental Administration
Office of Advocacy and Outreach
1400 Independence Avenue, S.W.
Rm. 520-A, Whitten Building, stop 9821
Washington, D.C. 20250-9821
Telephone: (202) 720-6350
Facsimile: (202) 720-7136
e-mail: OASDFR@osec.usda.gov

3. "Authorized Organizational Representative" (AOR) - the individual who is authorized to commit the awardee's time and other resources to the project, to commit the awardee to comply with the terms and conditions of the award instrument including those set out herein, and to otherwise act for or on behalf of the awardee institution or organization. The term recipient Authorized Representative is used interchangeably with the term AOR.
4. "Award" - financial assistance that provides support or stimulation to accomplish a public purpose.
5. "Award Period" - is the timeframe of the award from the beginning date to the ending date as defined in Part A of this grant agreement.
6. "Beginning date" - the date this agreement is executed by OAO and costs can be incurred.
7. "Disallowed costs" - those charges to a grant which OAO determines cannot be authorized in accordance with applicable Federal cost principles 2 CFR 215; 2 CFR 225; 2

CFR 230; and Federal Acquisition Regulation Part 31 section 31.104, educational institutions, section 31.107, federally recognized Indian Tribal Governments and section 31.109, non-profit organizations, as appropriate.

8. "Ending date" - the date this agreement is scheduled to be completed. It is also the latest date grant funds will be provided under this agreement, without an approved time extension.
9. "Grant closeout" - the process by which the grant operation is concluded at the expiration of the grant period or following a decision to terminate the grant.
10. "Grantee" - The entity designated in the grant agreement as the responsible legal entity to which the grant is awarded.
11. "Participant" means any individual or entity who has applied for, or whose right to participate in or receive, a payment, loan, loan guarantee, or other benefit in accordance with any program of an agency to which the regulations in this part apply is affected by a decision of such agency.
12. "Programmatic Contact" - an OAO individual who is responsible for the technical oversight of the award on behalf of the USDA.
13. "Project Director" (PD) - the individual(s) designated by the awardee in the grant award documentation and approved by the Office of Advocacy and Outreach who is responsible for the direction and management of the award.
14. "Termination" - the cancellation of Federal assistance, in whole or in part, at any time before the date of completion.

PART B Terms and Conditions

OAO and the grantee agree that:

1. All grant activities shall be limited to those authorized by the section 2501(a)(2) of the Food, Agriculture, Conservation, and Trade Act of 1990; and this grant agreement.
2. This agreement shall be effective when executed by both parties.
3. The grant activities approved by OAO shall commence and be completed by the date indicated above, unless earlier terminated under part B16, of this grant agreement.
4. The grantee shall carry out the OASDFR grant activities and processes as described in the approved statement of work incorporated into this grant agreement. Grantee will be bound by the activities and processes contained in the statement of work and the further conditions contained in this grant agreement. If the statement of work is inconsistent with this grant agreement, then the latter will govern. A change of any activities and processes must be in writing and must be signed by the approval official or his/her designee.

5. The grantee shall use grant funds only for the purposes and activities approved by OAO in the OASDFR grant budget. Any uses not provided for in the approved budget must be approved in writing by OAO in advance.
6. Travel expenses charged will not exceed the allowable cost in 2 CFR part 220.
7. Unallowable Costs: The following costs are unallowable under this award unless otherwise permitted by law or approved in writing by the ADO:
 - (a) Costs above the amount authorized for the award;
 - (b) To pay obligations incurred before the beginning date or after the ending date of this agreement except as covered by administrative waiver process;
 - (c) Costs incurred after the expiration of the award including any no-cost extensions of time;
 - (d) Costs which lie outside the scope of the approved award and any amendments thereto;
 - (e) Entertainment costs regardless of their apparent relationship to award objectives;
 - (f) Business meals may not be charged as award costs when individuals decide to go to breakfast, lunch, or dinner together when no need exists for continuity of a meeting. Such activity is considered to be an entertainment cost. In contrast, it is OAO policy that a formal group meeting being conducted in a business atmosphere may charge meals to the award if such activity maintains the continuity of the meeting and to do otherwise will impose arduous conditions on the meeting participants. Note: Meals consumed while in official travel status do not fall in this category. They are considered to be per diem expenses and should be reimbursed in accordance with the organization's established travel policies;
 - (g) Compensation for injuries to persons or damage to property arising out of award activities;
 - (h) Consulting services performed by a Federal employee during official duty hours when such consulting services result in the payment of additional compensation to the employee;
 - (i) None of the funds under this award may be used towards travel costs for OAO employees;
 - G) To pay for any capital assets, the purchase of real estate or vehicles, the improvement or renovation of the grantee's office space, or for the repair or maintenance of privately owned vehicles; and
 - (k) Any other purpose prohibited in 7 CFR 3015, 3018 and 3019.

NOTE: Costs which have been determined to be unallowable, whether by statutory or regulatory mechanism, may not be used to meet any required non-Federal share of costs.

8. The grant funds shall not be used to substitute for any financial support previously provided and currently available or assured from any other source.
9. Administrative Waivers: In accordance with 7 CFR 3019.25(e) of the Uniform

Administrative Requirements and Other Agreements with Institutions of Higher Education, Hospitals and Non-Profit Organizations, OAO is exercising its option and is waiving prior written approvals (i.e., recipients need not obtain such prior approval(s)) for the following situations for all awards to which these terms and conditions apply.

- (a) The PD may incur pre-award costs within the 90-day period immediately preceding the effective date of the award providing: the approval of pre-award spending is made and documented in accordance with the awardee's normal procedures prior to the incurrence of the cost(s); the advanced funding is necessary for the effective and economical conduct of the award; and the costs are otherwise allowable. Pre-award expenditures are made at the awardee's risk. AOR authority to approve pre-award costs does not impose an obligation on OAO: (1) in the absence of appropriations; (2) if an award is subsequently not made; or (3) if an award is made for a lesser amount than the awardee expected.
- (b) The AOR may make allowable budget changes and other required administrative prior approvals except those which change the scope or objectives of the award, change key personnel, create a need for additional funding, or are specifically prohibited by the terms and conditions of the award. In addition, where a statutory prohibition exists the awardee may not approve such costs.

*Note that statutory language or agency policy may limit the maximum potential award period (including any awards transferred from another institution or organization). The award period will commence as of the effective date cited in the award instrument. Any such limitation also applies to subcontracts made under awards subject to an award period limitation.

The award period is as specified in this grant agreement.

10. The dispersal of grants will be governed as follows:

- (a) In accordance with title 31 of the Code of Federal Regulations part 240 and 210, grant funds will be provided by the U.S. Department of Health and Human Services (HHS) as cash advances. The grantee must submit Standard Form (SF) 270, "Request For Advance or Reimbursement" and an itemized pro-forma budget of quarterly activity for the advanced amount identified in the (SF) 270. The financial management system of the recipient organization shall provide for effective control over and accountability for all Federal funds as stated in 7 CFR parts 3015 and 3019.
- (b) Cash advances to the grantee shall be limited to the minimum amounts needed and shall be timed to be in accord only with the actual, immediate cash requirements of the grantee in carrying out the purpose of the planned award. The timing and amount of cash advances shall be on a quarterly basis for activities identified in the statement of work. Additionally all cash advances shall be administratively feasible to the actual disbursements by the grantee for direct program costs (as identified in the grantee's budget) and proportionate share of any allowable indirect costs.
- (c) Grant funds should be promptly refunded to the OAO and redrawn when needed if

the funds are erroneously drawn in excess of immediate disbursement needs. The only exceptions to the requirement for prompt refunding are when the funds involved:

- i. Will be disbursed by the recipient organization within 7 calendar days from the date of the check; or
- ii. Are less than \$10,000 and will be disbursed within 30 calendar days from the date of the check.

11. The grantee will submit performance and annual reports as indicated in 7 CFR parts 3015 and 3019, as applicable, to the appropriate OAO office.

(a) Each grantee has minimum performance requirements it must meet as a condition to the Grant Agreement. Among these requirements are:

- Outreach workshops
- One-on-One Meetings
- Conferences
- Farmer or Rancher Management Training
- Other

All these duties must be conducted in targeted areas named in the Statement of Work. Though grant activities are required in these targeted areas, this does not preclude work in other areas of need. Please indicate in the Quarterly Performance Report, which targeted areas had work completed during the quarter the report is for. If areas not listed in the Grant Documents are being worked in, please indicate this in the Quarterly Performance Report. The Office of Advocacy and Outreach (OAO) will monitor performance reports to ensure that minimum performance requirements are being met.

The ultimate beneficiaries of the above must be current or perspective socially disadvantage farmers or ranchers as stated in your Statement of Work.

(b) Quarterly reports will be submitted within 15 days, but no later than 30 days after the end of each calendar quarter. Quarterly reports shall consist of an original and one copy of SF-269, "Financial Status Report," and a quarterly performance report summarizing the grantees monthly activities and accomplishments for the prior quarter. Item 10, g (total program outlays) of SF-269, will be less any rebates, refunds, or other discounts. Quarterly reports shall be submitted to a designated official at the OAO National Office or emailed to OASDFRAward@osec.usda.gov.

(c) Within 90 days after the termination or expiration of the grant agreement, an original and two copies of SF-269, and a final performance report which will include a summary of the award's accomplishments, problems, and planned future activities of the grantee under OASDFR grants. Final reports may serve as the last quarterly report.

- (d) The OAO reserves the right to change the format or process of the monthly and quarterly activities and accomplishments reports.
12. In accordance with 2 CFR Part 220, Cost Principles for Educational Institutions (available in any OAO office), compensation for employees will be considered reasonable to the extent that such compensation is consistent with that paid for similar work in other activities of the State or local government.
 13. If the grant exceeds \$100,000, cumulative transfers among direct cost budget categories totaling more than 5 percent of the total budget must have prior written approval by OAO.
 14. The results of the program assisted by grant funds may be published by the grantee without prior review by OAO, provided that such publications acknowledge the support provided by funds pursuant to the provisions of section 14004 of the Food, Conservation, and Energy Act of 2008 (FCEA), Pub. L. 110-246, 122 Stat. 1651, 2205-2206, and that five copies of each such publication are furnished to OAO.
 15. The grantee accepts responsibility for accomplishing the OASDFR grant program as submitted and included in its application, including its statement of work. The grantee shall also:
 - (a) Provide continuing information to OAO on the status of grantee OASDFR grant program, related activities, and problems.
 - (b) Inform OAO as soon as the following types of conditions become known:
 1. Problems, delays, or adverse conditions which materially affect the ability to attain program objectives, prevent the meeting of time schedules or goals.
 16. The grant closeout and termination procedures will be as follows:
 - (a) Promptly after the date of completion or a decision to terminate a grant, grant closeout actions are to be taken to allow the orderly discontinuation of grantee activity.
 - (b) The grantee shall immediately refund to OAO any uncommitted balance of grant funds.
 - (c) The grantee will furnish to OAO within 90 calendar days after the date of completion of the grant, SF-269 and all financial, performance, and other reports required as a condition of the grant, including a final audit report, as required by 7 CFR parts 3015 and 3016, as applicable.
 - (d) The grantee shall account for any property acquired with OASDFR grant funds or otherwise received from OAO.
 - (e) After the grant closeout, OAO will recover any disallowed costs according to 7 CFR part 1403 which may be discovered as a result of an audit.
 - (f) When there is reasonable evidence that the grantee has failed to comply with the terms of this grant agreement, the Assistant Secretary (or his or her designee) can, on reasonable notice, suspend the grant pending corrective action or terminate the

grant in accordance with paragraph B, 16 (g)(1)(2)(3) of this grant agreement. In such instances, OAO may reimburse the grantee for eligible costs incurred prior to the effective date of the suspension or termination and may allow all necessary and proper costs which the grantee could not reasonably avoid. OAO will withhold further advances and grantees are prohibited from further use of grant funds, pending corrective action.

(g) Grant termination will be based on the following:

- a. Termination for cause. This grant may be terminated in whole, or in part, at any time before the date of completion, whenever OAO determines that the grantee has failed to comply with the terms of this agreement. The reasons for termination may include, but are not limited to, such problems as:
 1. Failure to make reasonable and satisfactory progress in attaining grant objectives.
 11. Failure of grantee to use grant funds only for authorized purposes.
 - m. Failure of grantee to submit adequate and timely reports of its operation.
 - 1v. Violation of any of the provisions of any laws administered by OAO or any regulation issued thereunder.
 - v. Violation of any nondiscrimination or equal opportunity requirement administered by OAO in connection with any OAO programs.
 - vi. Failure to maintain an accounting system acceptable to OAO.
- b. Termination for convenience. OAO or the grantee may terminate the grant in whole, or in part, when both parties agree that the continuation of the award would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in case of partial termination, the portion to be terminated.
- c. OAO shall notify the grantee in writing of the determination and the reasons for and the effective date of the suspension or termination. Except for termination for convenience, grantees have the opportunity to appeal a suspension or termination under OAO's Informal Appeal Procedures in this grant agreement.
- d. Collection of the grant award will be according to 7 CFR part 1403.

17. Upon any default under its representations or agreements contained in this instrument, the grantee, at the option and demand of OAO, will repay to OAO forthwith the grant funds received with interest at the rate established annually by the Secretary of Treasury in accordance with 31 CFR section 901.9(b)(2).

18. Modifications of the statement of work, or changes in the grantee's budget may be approved by OAO provided, in OAO's opinion, the modification is justified and there is a likelihood that the grantee can accomplish the goals set out and approved in the statement of work during the period of the modifications.

19. The provisions of 7 CFR 3015 and 3019, as applicable are incorporated herein and made a part hereof by reference.

20. Award Indirect Cost Rates: Institutions should use their Negotiated Indirect Cost Rates when submitting such costs to the agency.

21. ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER

The following acknowledgment of USDA/OAO support must appear in the publication of any material, whether copyrighted or not, and any products produced in electronic formats (e.g., World Wide Web pages, computer programs, etc.) which is substantially based upon or developed under this award:

"This material is based upon work supported by the Office of Advocacy and Outreach, U.S. Department of Agriculture, under Award No. [the awardee should enter the applicable award number here]."

In addition, all publications and other materials, except scientific articles or papers published in scientific journals, must contain the following statement:

"Any opinions, findings, conclusions, 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."

The grantee is responsible for assuring that an acknowledgment of OAO support is made during news media interviews, including popular media such as radio, television and news magazines, that discuss in a substantial way work funded by this award.

PART C Grantee Agrees

1. To comply with property management standards for expendable and nonexpendable personal property established by 7 CFR parts 3019.
2. To provide a financial management system which will include:
 - (a) Records which identify adequately the source and application of funds for grant supported activities. Those records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
 - (b) Effecting control over and accountability for all funds, property, and other assets. Grantee shall adequately safeguard all such assets and shall assure that they are solely for authorized purposes.
 - (c) Accounting records supported by source documentation.
3. To retain financial records, supporting documents, statistical records, and all other records pertinent to the grant for a period of at least 3 years after the submission of the final performance report, in accordance with this grant agreement, except in the following situations:

- (a) If any litigation, claim, audit, or investigation is commenced before the expiration of the 3-year period the records shall be retained until all litigation, claims, audits, or investigative findings involving the records have been resolved.
 - (b) Records for nonexpendable property acquired by OAO, the 3-year retention requirement is not applicable.
 - (c) When records are transferred to or maintained by OAO, the 3-year retention requirement is not applicable.
 - (d) Microfilm copies may be substituted in lieu of original records. OAO and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the grantee which are pertinent to the specific grant program for the purpose of making audits, examinations, excerpts, and transcripts.
 4. To provide information as requested by OAO concerning the grantee's actions in soliciting citizen participation in the applications process, including published notices of public meetings, actual Public meetings held, and content of written comments received.
 5. Not to encumber, transfer, or dispose of the property or any part thereof, furnished by OAO or acquired wholly or in part with OASDFR grant funds without the written consent of OAO.
 6. To provide OAO with such periodic reports of grantee operations as may be required by authorized representatives of OAO.
 7. That no member of Congress shall be admitted to any share or part of this grant or any benefit that may arise therefrom, but this provision shall not be construed to bar as a contractor under the grant a public-held corporation whose ownership might include a member of Congress.
 8. That all non-confidential information resulting from its activities shall be made available to the general public on an equal basis.
 9. That the grantee agrees that all copyrights and privileges to the materials developed under this grant will be according to 7 CFR 3015.
 10. To enhance coordination of the outreach, technical assistance and education efforts of at least one USDA Program in Agricultural Marketing Services, Farm Service Agencies, Natural Resource Conservation Service, Rural Development and Risk Management.
 11. That the grantee shall abide by the policies promulgated in 7 CFR parts 3015 and 3019, as applicable, which provide standards for use by grantees in establishing procedures for the procurement of supplies, equipment, and other services with Federal grant funds.
 12. That the grantee will adopt a standard of conduct that provides that, if an employee,
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officer, or agency of the grantee, or such person's immediate family members conducts business with the grantee, the grantee must not:

- (a) Participate in the selection, award, or administration of a contract to such persons for which Federal funds are used;
- (b) Knowingly permit the award or administration of the contract to be delivered to such persons or other immediate family members or to any entity (i.e., partnerships, corporations, etc.) in which such persons or their immediate family members have an ownership interest; or
- (c) Permit such person to solicit or accept gratuities, favors, or anything of monetary value from any other person receiving OASDFR grant assistance.

13. Program income derived from this grant award must be managed according to 7 CFR 3019.

PART D OAO Agrees

1. That it will assist the grantee, within available appropriations, with such technical and management assistance as needed in coordinating the statement of work.
2. That at its sole discretion, OAO may at any time give any consent, deferment, subordination, release, satisfaction, or termination of any or all of the grantee's grant obligations, with or without valuable consideration, upon such terms and conditions as the grantor may determine to be:
 - (a) Advisable to further the purposes of the grant or to protect OAO's financial interests therein; and
 - (b) Consistent with the statutory purposes of the grant and the limitations of the statutory authority under which it is made and OAO's Request For Applications published in grants.gov on January 16, 2010.

PART E Certifications and Assurances

1. The grantee certifies that no person or organization has been employed or retained to solicit or secure this grant for a commission, percentage, brokerage, or contingency fee.
2. That the grantee will be in compliance with and provide the necessary forms concerning the Debarment and Suspension and the Drug-free Workplace requirements.

No person in the United States shall, on the grounds of race, religion, color, sex, familial status, age, national origin, or handicap, be excluded from participating in, be denied the proceeds of, or be subject to discrimination in connection with the use of grant funds. Grantee will comply with the nondiscrimination regulations of OAO contained in the 7 CFR part 15, 15a, 15b, 15d and 15e.

3. In all hiring or employment made possible by or resulting from this grant, the grantee:
 - (a) Will not discriminate against any employee or applicant for employment because

- of race, religion, color, sex, familial status, age, national origin, or handicap; and
- (b) Will take affirmative action to insure that employees are treated during employment without regard to their race, religion, color, sex, familial status, age, national origin, or handicap. This requirement shall apply to, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.

PART F Appeal Process

If a decision by OAO did not grant you the assistance you requested or will terminate or reduce the assistance you are currently receiving. If you believe this decision or the facts used in this case are in error, you may pursue the following options.

Informal Review

A request for an informal review before OAO shall be filed within 15 days after written notice of adverse decision, is mailed or otherwise made available to the applicant or program participant. An adverse decision must be based upon the guidelines published in the "Request For Applications", published in Grants.gov on January 16, 2010, and the terms and conditions of this grant agreement. A request for an informal review shall be considered "filed" when personally delivered in writing to the OAO or when the properly addressed request, postage paid, is postmarked. During the informal appeal you must present any new information, evidence, and possible alternatives along with your request. You may also have a representative or legal counsel participate in the process, at your cost. The informal appeal may be conducted by telephone or in person at the discretion of the OAO. Please mail the informal appeal to:

U. S. Department of Agriculture
Departmental Administration
Office of Advocacy and Outreach
Attn: Henry Searcy, Jr.
Whitten Building, Rm. 520-A, stop 9821
1400 Independence Avenue, S.W.
Washington, D.C. 20250-9821

Mediation or Alternative Dispute Resolution

A participant must seek an informal review, as stated above, of an adverse decision issued by an officer or employee of OAO, or by an OAO committee established under the "Request For Applications" published in Grants.gov on January 16, 2010, and the terms and conditions of this grant agreement. If the participant is not satisfied with the explanation given from the informal review, the participant may seek a second level informal review with the Administrative Assistant or Deputy Director or Director of OAO before filing Mediation or Alternative Dispute Resolution (ADR). If you file for mediation or other forms of ADR for decisions that are available for mediation, this request must be submitted 30 days from the date of the adverse decision letter from OAO. Decisions that are not available for mediation are: 1.) General program requirements that apply to all participants authorized by the section 2501(a)(2) of the Food, Agriculture, Conservation, and Trade Act of 1990; 2.) Procedural decisions relating to

administration of the programs; and 3.) Denials of assistance due to lack of funds or authority.

If you elect to seek mediation or ADR, your organization will have to pay for the cost of mediation or ADR using an OAO approved mediator. Please submit your request for Mediation or ADR to:

U.S. Department of Agriculture
Departmental Administration
Office of Advocacy and Outreach
Attn: Henry Searcy, Jr.
1400 Independence Avenue, S.W.
Rm. 520-A, Whitten Building, stop 9821
Washington, D.C. 20250-9821

PART G Attachments

The grantee's statement of work is attached to and made a part of this grant agreement.

This grant agreement is subject to the current Request For Applications published in Grants.gov, and any future regulations not inconsistent with the express terms hereof. Grantee has caused this grant agreement to be executed by its duly authorized _Provost/V.P. for Academic Affairs _____ properly attested to and its corporate seal affixed by its duly
(Authorized Organizational Representative)

authorized _Provost/V.P. for Academic Affairs_____

(Witness and add Corporate Seal)

Attest: _____
(witness)

Grantee: _____
(Grantee legal name)

By: _____
(Authorized Organizational Representative)

Date of Execution of Grant Agreement by Grantee: _____

United States Of America
Departmental Administration
Office of Advocacy and Outreach

By: 
Acting Director

Date of Execution of Grant Agreement by Office of Advocacy and Outreach: _____