OBJECTIVE:

The objective of this cooperative project is to collect data for the 2012 Census of Agriculture that will be used for intelligent planning and decision making for Puerto Rico by farmers, agribusiness, and government agencies.

SCOPE of WORK:

- 1) The University of Puerto Rico, Mayagüez Campus, College of Agriculture Sciences (the Cooperator), through the Extension Service, has agreed to provide assistance to the USDA's National Agricultural Statistics Service (NASS) in collecting data for the Census of Agriculture for Puerto Rico. Census data collection will begin on or about December 20, 2012 and must be completed on or before September 30, 2013.
- 2) The Cooperator will provide assistance to any farmer who requests it, assist in locating farmers, and will work under the direction of the NASS Census Coordinator in Puerto Rico to collect data from non-response mail follow-up cases.

STATEMENT OF MUTUAL INTEREST:

Both parties are actively engaged in independent projects of collection, analysis, and publication of primary crop and livestock statistical data. The parties agree that meeting the objectives of this project will strengthen and enhance ongoing programs within the scope of the agreements.

NASS will contribute to the Cooperator \$125,000 for serving the agricultural data needs as required by law under the "Census of Agriculture Act of 1997," Public Law 105-113 (Title 7, United states Code, Section 2204g). The Census of Agriculture includes each State, Puerto Rico, Guam, the U.S. Virgin Islands, and the Commonwealth of Northern Mariana Islands.

THE COOPERATOR AGREES TO:

- a) Assist NASS by developing a poster and radio spots to be used in publicizing the census and promoting cooperation from farmers on the Island. This includes dissemination of publicity materials such as posters and flyers, inclusion of articles about the census in publications, and promotions of the census by the Extension Service agents.
- b) Provide extension staff to work under the direction of the NASS Census Coordinator in Puerto Rico to collect data from non-response mail follow-up cases. These staff will include 75 extension agents located throughout the Island.

- c) Provide conference room facilities for training enumerators and other uses.
- d) Provide administrative data, when available, for any large operations which can not be contacted or refuse to cooperate with the census.

NASS AGREES TO:

- a) Provide all training necessary for Extension agents to enable them to collect census data.
- b) Provide all data collection materials, including report forms, enumerator manuals, and lists of names and addresses of non-response cases.
- c) Assist in development and distribution of promotional materials, such as information kits, flyers, etc.
- d) Provide the census data to the Cooperator in electronic media, along with complementary copies of the publication.
- e) Make a contribution of \$125,000 to the Cooperator to defray a share of the direct costs of goods and services provided the program in FY13 by the Cooperator.
- f) According to Executive Order 13513, 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:
 - a. when driving Government-owned or leased (GSA or commercially leased), or
 - b. when driving a privately-owned vehicle (POV) while on official Government business, or
 - c. when using electronic equipment supplied by the Government, while driving. NASS 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.

MUTUAL AGREEMENTS:

1) The estimated budget, Form REE-454, is hereby incorporated into the agreement. The awarding agency will reimburse the Cooperator for costs in the amount of \$125,000, and will contribute in-house resources in the amount of \$200,000. As evidence of the Cooperator's

contribution to this project the Cooperator will provide in-house resources in the amount of \$175,000.

- 2) Payments to the Cooperator will be made upon submission of a properly executed invoice. See 7 CFR Part 550, Section C.22 available on line at: http://www.afm.ars.usda.gov/agreements/files/7CFR-Part550.pdf.
- 3) "It is understood and agreed that funding of this agreement is contingent upon the passage of an appropriation by Congress for Fiscal Year 2013 from which expenditures there under are authorized and can be legally used for the purpose of this agreement and shall not obligate the Agency upon failure of the Congress to so appropriate. This agreement may also be reduced or terminated if Congress only provides the Agency funds for a finite period under a continuing resolution."

LIAISON OFFICERS:

Copies of such correspondence and documentation between the Cooperator and the Authorized Departmental Officers Designated Representatives (ADODR) shall be sent by the originating party to the Authorized Departmental Office (ADO) at:

A. For NASS:

Norman Bennett
Director, Eastern Field Operations
National Agricultural Statistics Service
U.S. Department of Agriculture
Room 5053 South Building
Washington, D.C. 20250-2008
Telephone: (202) 720-3638

B. For University of Puerto Rico:

Rafael Olmeda Associate Dean and Deputy Director Extension Services University of Puerto Rico, Mayagüez Campus Call Box 9000 Mayagüez PR 00680-9000 (787) 833-2665

PERIOD of PERFORMANCE and TERMINATION of CONDITIONS:

This agreement is effective when signed by both parties and shall remain in effect through September 30, 2013, unless modified in writing by mutual agreement, or terminated by either party upon sixty (60) days written notice.

For: University of Puerto Rico

Jorge Rivera Santos

Chancellor

University of Puerto Rico

Mayagüez Campus

Date: FEB. 12, 2013

For: National Agricultural Statistics Service

By: Joseph T. Reilly

Associate/Administrator

United States Department of Agriculture National Agricultural Statistics Service

Date: 146/12

Cooperative Agreement 58-3AEU-3-0005 Between USDA, National Agricultural Statistics Service (NASS) And UPR, Agricultural Extension Service

FIRST PARTY: USDA, National Agricultural Statistics Service (NASS), represented by its Associate Administrator, Mr. Joseph T. Reilly,

duly authorized to represent USDA, NASS, in this agreement

denominated as the FIRST PARTY.

SECOND PARTY: University of Puerto Rico, Mayaguez Campus, Agricultural Extension Service, represented by its Chancellor, Dr. Jorge Rivera Santos,

duly authorized by virtue of Act of January 20,

1966 to represent UPR, Agricultural Extension Service, in this agreement denominated as the SECOND PARTY.

BOTH PARTS FREELY AND VOLUNTARILY AGREE TO THE FOLLOWING:

USDA, NASS agrees to reimburse UPR, Agricultural Extension Service for the cost in the amount of \$125,000 within ninety (90) days upon submission of a properly executed invoice.

In Mayagüez, Puerto Rico on the $__$ day of $__$ 2013.

For: USDA, NASS

Mr. Joseph T. Reilly

Associate Administrator

NASS Employer Social Security Num.

For: UPR AES

Jorge Rivera Santos, Ph.D.

Chancellor, UPR-Mayagüez