

FDP Cost Reimbursement Subaward

Federal Awarding Agency: Department of Agriculture (USDA)	
Pass-Through Entity (PTE):	Subrecipient:
The Regents of the University of California	University of Guam
PTE PI: Neil McRoberts	Sub PI: Aubrey Moore
PTE Federal Award No: 2021-37621-35888	Subaward No: A22-1782-S003
Project Title: WESTERN PLANT DIAGNOSTIC NETWORK (WPDN)	
Subaward Budget Period: Start: 09/01/2021 End: 08/31/2022	Amount Funded This Action (USD): \$ 15,000.00
Estimated Period of Performance: Start: [redacted] End: [redacted]	Incrementally Estimated Total (USD): \$ [redacted]

Terms and Conditions

1. PTE hereby awards a cost reimbursable subaward, (as determined by 2 CFR 200.331), to Subrecipient. The Statement of Work and budget for this Subaward are as shown in Attachment 5. In its performance of Subaward work, Subrecipient shall be an independent entity and not an employee or agent of PTE.
2. Subrecipient shall submit invoices not more often than monthly and not less frequently than quarterly for allowable costs incurred. Upon the receipt of proper invoices, the PTE agrees to process payments in accordance with this Subaward and 2 CFR 200.305. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), breakdown by major cost category, Subaward number, and certification, as required in 2 CFR 200.415(a). Invoices that do not reference PTE Subaward number shall be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments shall be directed to the party's [redacted] Financial Contact, shown in Attachment 3A.
3. A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to PTE's [redacted] Financial Contact, as shown in Attachment 3A, not later than 60 days after the final Budget Period end date. The final statement of costs shall constitute Subrecipient's final financial report.
4. All payments shall be considered provisional and are subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.
5. Matters concerning the technical performance of this Subaward shall be directed to the appropriate party's Principal Investigator as shown in Attachments 3A and 3B. Technical reports are required as shown in Attachment 4.
6. Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward, and any changes requiring prior approval, shall be directed to the PTE's [redacted] Authorized Official Contact and the Subrecipient's [redacted] Authorized Official Contact shown in Attachments 3A and 3B. Any such change made to this Subaward requires the written approval of each party's Authorized Official as shown in Attachments 3A and 3B.
7. The PTE may issue non-substantive changes to the Budget Period(s) and Budget [redacted] Unilaterally. Unilateral modification shall be considered valid 14 days after receipt unless otherwise indicated by Subrecipient when sent to Subrecipient's [redacted] Authorized Official Contact, as shown in Attachment 3B.
8. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.
9. Either party may terminate this Subaward with 30 days written notice. Notwithstanding, if the Awarding Agency terminates the Federal Award, PTE will terminate in accordance with Awarding Agency requirements. PTE notice shall be directed to the [redacted] Authorized Official Contact, and Subrecipient notice shall be directed to the [redacted] Authorized Official Contact as shown in Attachments 3A and 3B. PTE shall pay Subrecipient for termination costs as allowable under Uniform Guidance, 2 CFR 200, or 45 CFR Part 75 Appendix IX, as applicable.
10. By signing this Subaward, including the attachments hereto which are hereby incorporated by reference, Subrecipient certifies that it will perform the Statement of Work in accordance with the terms and conditions of this Subaward and the applicable terms of the Federal Award, including the appropriate Research Terms and Conditions ("RTCs") of the Federal Awarding Agency, as referenced in Attachment 2. The parties further agree that they intend this subaward to comply with all applicable laws, regulations, and requirements.

<p>By an Authorized Official of the PTE: DocSigned by:</p> <p><i>Maria Thomsen</i></p>	<p>By an Authorized Official of the Subrecipient:</p> <p><i>Lee S. Yudin</i></p>
Name: Maria Thomsen, CCF8D54E3...	Date: 11/22/2021
Title: Contracts & Grants Analyst, Sponsored Programs	Date: 11/19/21

Attachment 1 **Certifications and Assurances**

Subaward Number:

A22-1782-S003

Certification Regarding Lobbying (2 CFR 200.450)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, 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 in accordance with 2 CFR 200.450.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending 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 Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the PTE.

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 31 U.S.C. 1352. 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.

Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.214 and 2 CFR 180)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.213 and 2 CFR 180.

Audit and Access to Records

Subrecipient certifies that it will provide PTE with notice of any adverse findings which impact this Subaward.

Subrecipient certifies compliance with applicable provisions of 2 CFR 200.501-200.521. If Subrecipient is not required to have a Single Audit as defined by 200.501, Awarding Agency requirements, or the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and will provide access to such audits upon request.

Subrecipient will provide access to records as required by parts 2 CFR 200.337 and 200.338 as applicable.

Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712)

Subrecipient is hereby notified that they are required to: inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

The Subrecipient shall require that the language of the certifications above in this Attachment 1 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Use of Name

Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment

Pursuant to 2 CFR 200.216, Subrecipient will not obligate or expend funds received under this Subaward to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services (as described in Public Law 115-232, section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.

Attachment 2
Federal Award Terms and Conditions

Subaward Number

A22-1782-S003

Required Data Elements

The data elements required by Uniform Guidance are incorporated in the attached Federal Award.

This Subaward Is:

Research & Development

Subject to FFATA

Awarding Agency Institute (If Applicable)

Federal Award Issue Date FAIN Assistance Listing No.

Assistance Listing Program Title (ALPT)

Key Personnel Per NOA

General Terms and Conditions

By signing this Subaward, Subrecipient agrees to the following:

1. To abide by the conditions on activities and restrictions on expenditure of federal funds in appropriations acts that are applicable to this Subaward to the extent those restrictions are pertinent. This includes any recent legislation noted on the Federal Awarding Agency's website:

<https://nifa.usda.gov/policy-guide>

2. 2 CFR 200 and 2 CFR 400

3. The Federal Awarding Agency's grants policy guidance, including addenda in effect as of the beginning date of the period of performance or as amended found at:

<https://nifa.usda.gov/regulations-and-guidelines>

4. Research Terms and Conditions, including any Federal Awarding Agency's Specific Requirements found at:

<https://www.nsf.gov/awards/managing/rtc.jsp> except for the following :

- a. No-cost extensions require the written approval of the PTE. Any requests for a no-cost extension shall be directed to the Administrative Contact shown in Attachment 3A, not less than 30 days prior to the desired effective date of the requested change.
- b. Any payment mechanisms and financial reporting requirements described in the applicable Federal Awarding Agency Terms and Conditions and Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this Subaward; and
- c. Any prior approvals are to be sought from the PTE and not the Federal Awarding Agency.
- d. Title to equipment as defined in 2 CFR 200.1 that is purchased or fabricated with research funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall vest in the Subrecipient subject to the conditions specified in 2 CFR 200.313.
- e. Prior approval must be sought for a change in Subrecipient PI or change in Key Personnel (defined as listed on the NOA).

5. Treatment of program income: Additive

Special Terms and Conditions:

Data Sharing and Access:

Subrecipient agrees to comply with the Federal Awarding Agency's data sharing and/or access requirements as reflected in the NOA or the Federal Awarding Agency's standard terms and conditions as referenced in General Terms and Conditions 1-4 above.

No additional requirements

Data Rights:

Subrecipient grants to PTE the right to use data created in the performance of this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Copyrights:

Subrecipient Grants to PTE an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Subrecipient grants to PTE the right to use any written progress reports and deliverables created under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its Federal Award.

Promoting Objectivity in Research (COI):

Subrecipient must designate herein which entity's Financial Conflicts of Interest policy (COI) will apply: Subrecipient

If applying its own COI policy, by execution of this Subaward, Subrecipient certifies that its policy complies with the requirements of the relevant Federal Awarding Agency as identified herein: USDA – As stated in the solicitation

Subrecipient shall report any financial conflict of interest to PTE's Administrative Representative or COI contact, as designated on Attachment 3A. Any financial conflicts of interest identified shall, when applicable, subsequently be reported to Federal Awarding Agency. Such report shall be made before expenditure of funds authorized in this Subaward and within 45 days of any subsequently identified COI.

Work Involving Human or Vertebrate Animals (Select Applicable Options)

No Human or Vertebrate Animals

This section left intentionally blank.

Human Subjects Data (Select One)

Not Applicable

This section left intentionally blank

This section left intentionally blank

Additional Terms

Attachment 3A
Pass-Through Entity (PTE) Contacts

Subaward Number:

A22-1782-S003

PTE Information

Entity Name: The Regents of the University of California

Legal Address:
Office of Research Sponsored Programs
1850 Research Park Drive
University of California, Davis, CA 95618-6153

Website: research.ucdavis.edu

PTE Contacts

Central Email: subawards@ucdavis.edu

Principal Investigator Name: Neil McRoberts

Email: nmroberts@ucdavis.edu Telephone Number: 530-752-3248

Administrative Contact Name: Maria Thomsen

Email: mthomsen@ucdavis.edu Telephone Number: 530-754-8113

COI Contact email (if different to above): or_coi@ad3.ucdavis.edu

Financial Contact Name: Orbelina Gomez

Email: ogomez@ucdavis.edu Telephone Number: 530-752-3060

Email invoices? Yes No Invoice email (if different): phoenixaccount@ucdavis.edu

Authorized Official Name: Ahmad Hakim-Elahi

Email: subawards@ucdavis.edu Telephone Number: 530-754-7700

PI Address:

University of California, Davis
Plant Pathology
One Shields Avenue
Davis CA 95616-5270

Administrative Address:

Office of Research Sponsored Programs
1850 Research Park Drive
University of California, Davis, CA 95618-6153

Invoice Address:

University of California, Davis
Plant Pathology
One Shields Avenue
Davis CA 95616-5270

Attachment 3B
Subrecipient Contacts

Subaward Number:

A22-1782-S003

Subrecipient Information for FFATA reporting

Entity's DUNS Name: University of Guam

EIN No.: 98-0032933

Institution Type: US Territory or Possession

DUNS:

779908151

Currently registered in SAM.gov: Yes No

Exempt from reporting executive compensation: Yes No (if no, complete 3Bpg2)

Parent DUNS:

This section for U.S. Entities:

Zip Code Look-up

Place of Performance Address

Congressional District: GU

Zip Code+4: 96913-0000

303 University Drive, UOG Station
University of Guam
Mangilao, Guam 96913

Subrecipient Contacts

Central Email: N/A

Website: www.uog.edu

Principal Investigator Name: Aubrey Moore

Email: aubreymoore@triton.uog.edu Telephone Number: (671) 735-2086

Administrative Contact Name: Annie Santos

Email: afsantos@triton.uog.edu Telephone Number: (671) 735-2001

Financial Contact Name: Christine Visosky

Email: visoskyc@triton.uog.edu Telephone Number: (671) 735-2008

Invoice/Payment Email: visoskyc@triton.uog.edu

Authorized Official Name: Lee S. Yudin

Email: lyudin@triton.uog.edu Telephone Number: (671) 735-2001/2

Legal Address:

College of Natural and Applied Sciences/University of Guam
UOG Station
Mangilao, Guam 96913

Administrative Address:

College of Natural and Applied Sciences/University of Guam
UOG Station
Mangilao, Guam 96913

Payment Address:

CNAS Accounting
University of Guam/UOG Station
Mangilao, Guam 96913

Attachment 3B-2
Highest Compensated Officers

Subaward Number:
A22-1782-S003

Subrecipient:

Institution Name: University of Guam

PI Name: Aubrey Moore

Highest Compensated Officers

The names and total compensation of the five most highly compensated officers of the entity(ies) must be listed if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1) Internal Revenue Code of 1986.

Officer 1 Name:

Officer 1 Compensation:

Officer 2 Name:

Officer 2 Compensation:

Officer 3 Name:

Officer 3 Compensation:

Officer 4 Name:

Officer 4 Compensation:

Officer 5 Name:

Officer 5 Compensation:

Attachment 4

Reporting and Prior Approval Terms

Subrecipient agrees to submit the following reports (PTE contacts are identified in Attachment 3A):

Technical Reports:

- Monthly technical/progress reports will be submitted to the PTE's [Administrative Contact] within [15] days of the end of the month.
- Quarterly technical/progress reports will be submitted within 30 days after the end of each project quarter to the PTE's [Administrative Contact].
- Annual technical / progress reports will be submitted within [60] days prior to the end of each budget period to the PTE's [Administrative Contact]. Such report shall also include a detailed budget for the next Budget Period, updated other support for key personnel, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval, if applicable.
- A Final technical/progress report will be submitted to the PTE's [Administrative Contact] within [60] days of the end of the Project Period or after termination of this award, whichever comes first.
- Technical/progress reports on the project as may be required by PTE's [Principal Investigator] in order for the PTE to satisfy its reporting obligations to the Federal Awarding Agency.

Prior Approvals:

Carryover:

[Carryover is automatic]

Other Reports:

- In accordance with 37 CFR 401.14, Subrecipient agrees to notify both the Federal Awarding Agency via iEdison and PTE's [Administrative Contact] within 60 days after Subrecipient's inventor discloses invention(s) in writing to Subrecipient's personnel responsible for patent matters. The Subrecipient will submit a final invention report using Federal Awarding Agency specific forms to the PTE's [Administrative Contact] within 60 days of the end of the Project Period to be included as part of the PTE's final invention report to the Federal Awarding Agency.

A negative report is required: Yes

- Property Inventory Report (only when required by Federal Awarding Agency), specific requirements below.

Additional Technical and Reporting Requirements:

Attachment 5
Statement of Work, Cost Sharing, Indirects & Budget**Statement of Work** Below Attached, pagesIf award is FFATA eligible and SOW exceeds 4000 characters, include a *Subrecipient Federal Award Project Description***Budget Information**

Indirect Information	Indirect Cost Rate (IDC) Applied	<input type="text"/> 10 %	Cost Sharing	<input type="checkbox"/> No
Rate Type:	<input type="text"/> Total Direct Costs	If Yes, include Amount: \$ <input type="text"/>		

Budget Details Below Attached, 1 pages**Budget Totals**

Direct Costs	\$ <input type="text"/> 13,500.00
Indirect Costs	\$ <input type="text"/> 1,500.00
Total Costs	\$ <input type="text"/> 15,000.00

All amounts are in United States Dollars

Work plan

Data reporting

UOG will upload diagnostic data to the NPDN National Repository as required for all labs participating in the NPDN. UOG has not previously provided data to the NPDN National Repository. Instead, an alternative WPDN-supported database, the Pacific Islands Distance Diagnostics and Recommendation System (PIDDRS) was used. PIDDRS was recently discontinued and UOG has not yet transitioned to using the National Repository. Initially, a large backlog of data will be uploaded to the National Repository, followed by near-real-time uploads as new pest species are detected and identified.

Participation

UOG will continue to participate in conference calls. Two WPDN participants from UOG will participate in the national NPDN meeting scheduled to be held April 25-29, 2022, in Davis, CA.

Quality Diagnosis

WPDN funding will be used to continue provision of plant pest diagnostics as a free service for various clientele on Guam and on other American-affiliated islands within Micronesia. Island groups include the Republic of the Marshall Islands, the Federated States of Micronesia, the Republic of Palau, and the Commonwealth of the Northern Mariana Islands.

Other Contributions to NPDN

UOG will continue to offer NPDN First Detector Training and certification as part of the University's plant pathology, entomology, and pest management courses. Plans are underway to collaborate with the Guam Department of Agriculture to develop a First Detector Training Workshop for the Guam Ports Authority. UOG will continue to document first island records for introduced and invasive species detected within Micronesia.

Budget and Narrative

Item	Allocation	Description/Narrative
Salaries & Benefits	\$3,750	Partial salary for plant pest diagnostics technician
Supplies & Materials	\$1,500	Laboratory supplies
Travel & Training	\$6,000	Travel and lodging for 2 participants at the NPDN national meeting (April 25-29, 2022, in Davis, CA).
Equipment	\$0	
Other	\$2,250	Administrative assistance
Indirect Costs	\$1,500	An indirect cost recovery rate of 10% is allowable.
Total	\$15,000	

Attachment 6

Notice of Award (NOA) and any additional documents

- The following pages include the NOA and if applicable any additional documentation referenced throughout this Subaward.
- Not incorporating the NOA or any additional documentation to this Subaward.

**United States Department of Agriculture
National Institute of Food and Agriculture
AWARD FACE SHEET**

1. Award No. 2021-37621-35888	2. Amendment No.	3. Proposal Number 2021-09662	4. Period of Performance 09/01/2021 through 08/31/2022	5. Type of Instrument Cooperative Agreement
6. Type of Action New	7. CFDA Number 10.304	8.FAIN 20213762135888	9. Method of Payment ASAP 37621358883762121000	10. CRIS Number 1027556

11. Authority. 7 U.S.C. 3318, Sec. 1472 of 7 USC 3318 and Sec. 1484 of 7 USC 3351, Homeland Security

12. Agency (Name and Address) Awards Management Division National Institute of Food and Agriculture/USDA 805 Pennsylvania Ave Kansas City, MO 64105	13. Awardee Organization UNIVERSITY OF CALIFORNIA, DAVIS DBA: DAVIS CAMPUS/NEWS SERVICE DAVIS, CA 95618-6153
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14. Program Point of Contact: Amer Fayad Telephone: 816-894-7228 amer.fayad@usda.gov	Administrative Point of Contact: Towana DeShazo Telephone: 202-763-5461 tdeshazo@nifa.usda.gov	15. Project Director/Performing Organization Neil McRoberts University of California, Davis Davis, CA 95616
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16. Funding:	Federal	Non-Federal	17. Funds Chargeable	FY - FDC	Amount	FY - FDC	Amount
Previous Total	\$0.00	\$0.00	21- 117-37621	\$692,533.00			
+ or -	\$692,533.00	\$0.00					
Total	\$692,533.00	\$0.00					
Grand Total	\$692,533.00						

18. Title of Proposal WESTERN PLANT DIAGNOSTIC NETWORK (WPDN)

PROVISIONS

This Award incorporates the following:

1. Funds in the amount of \$692,533 are withheld pending receipt of the signed cooperative agreement document. To activate this award, please sign and date this form and return USDA/NIFA, Awards Management Division, via PDF file to awards@usda.gov. These funds will not be released until the signed forms are received by NIFA.
2. The referenced proposal, and any revisions thereof, incorporated by reference
3. Cooperative Agreement Terms and Conditions
4. Research Terms and Conditions and NIFA Agency Specific Terms and Conditions (11/12/2020) at <http://nifa.usda.gov/terms-and-conditions>
5. General Provisions found in Title 2: 2 CFR Part 400; 2 CFR Part 415, 2 CFR Part 416; 2 CFR Part 418; 2 CFR Part 422 and Title 7: 7 CFR 3430 - all incorporated by reference and found at <http://www.gpo.gov/searchwebapp/browse/collectionCfr.action?collectionCode=CFR>
6. The Approved Award Budget
7. NIFA Project Initiation Documents - incorporated by reference
8. The obligation of funds may be terminated without further cause unless the recipient commences the timely drawdown of funds; initial drawdown signifies acceptance of award terms and conditions and should commence in a timely manner within the award period of performance. Inquiries regarding ASAP Payment Accounts should be directed to the Financial Management Division at asapcustomerservice@nifa.usda.gov.
9. Prohibition against using funds under Grants and Cooperative Agreements with Entities that require certain internal confidentiality agreements are referenced at <https://nifa.usda.gov/prohibition-confidentiality-agreements>
10. Per the RFA, indirect costs under this award are limited to a maximum of 10% of the Total Federal Funds Awarded (TFFA).

FOR THE UNITED STATES DEPARTMENT OF AGRICULTURE			
This award, subject to the provisions above, shall constitute an obligation of funds on behalf of the Government. Such obligation may be terminated without further cause unless the recipient commences the timely drawdown of funds; such drawdowns may not exceed one year from issuance date of the award.			

Typed Name Carmen Quizon Authorized Departmental Officer	Signature CARMEN.QUIZON	Date 08/30/2021
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FOR THE PERFORMING ORGANIZATION		
Signature of person authorized by the governing body of the performing organization to incur contractual obligations. Signature indicates acceptance when a cooperative agreement is cited in Type of Instrument (block 5) above.		
Typed Name and Title Grace Liu, Associate Director	Signature Grace Liu	Digital signature by Grace Liu Date: 2021.09.17 15:56:20 -0700' mig Date

**United States Department of Agriculture
National Institute of Food and Agriculture
AWARD FACE SHEET**

1. Award No.	2. Amendment No.	3. Proposal Number	4. Period of Performance	5. Type of Instrument																														
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16. Funding:		<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;"></th> <th style="width: 30%; text-align: center;"><u>Federal</u></th> <th style="width: 30%; text-align: center;"><u>Non-Federal</u></th> <th colspan="2">17. Funds Chargeable</th> </tr> <tr> <th></th> <th style="text-align: center;">FY - FDC</th> <th style="text-align: center;">Amount</th> <th style="text-align: center;">FY - FDC</th> <th style="text-align: center;">Amount</th> </tr> </thead> <tbody> <tr> <td>Previous Total</td> <td style="text-align: center;">\$0.00</td> <td style="text-align: center;">\$0.00</td> <td style="text-align: center;">21- 117-37621</td> <td style="text-align: center;">\$692,533.00</td> </tr> <tr> <td>+ or -</td> <td style="text-align: center;">\$692,533.00</td> <td style="text-align: center;">\$0.00</td> <td></td> <td></td> </tr> <tr> <td>Total</td> <td style="text-align: center;">\$692,533.00</td> <td style="text-align: center;">\$0.00</td> <td></td> <td></td> </tr> <tr> <td>Grand Total</td> <td style="text-align: center;">\$692,533.00</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>				<u>Federal</u>	<u>Non-Federal</u>	17. Funds Chargeable			FY - FDC	Amount	FY - FDC	Amount	Previous Total	\$0.00	\$0.00	21- 117-37621	\$692,533.00	+ or -	\$692,533.00	\$0.00			Total	\$692,533.00	\$0.00			Grand Total	\$692,533.00			
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18. Title of Proposal
WESTERN PLANT DIAGNOSTIC NETWORK (WPDN)

PROVISIONS

11. Pursuant to 2 CFR 200.331, pass-through entities must appropriately monitor subrecipient activities and must convey the requirements of the Federal grant as well as any additional requirements imposed by the pass-through entity. NIFA reserves the right to request and review subaward budget information during or after the Period of Performance of this award. Form AD-1048 or other NIFA approved format must be completed by the approved subawardee(s) and returned to the recipient for retention in the official award file. It is not necessary to send a copy to NIFA. (<https://www.ocio.usda.gov/document/ad-1048>)

FOR THE UNITED STATES DEPARTMENT OF AGRICULTURE

This award, subject to the provisions above, shall constitute an obligation of funds on behalf of the Government. Such obligation may be terminated without further cause unless the recipient commences the timely drawdown of funds; such drawdowns may not exceed one year from issuance date of the award.

**United States Department of Agriculture
National Institute of Food and Agriculture
ATTACHMENT A TO THE AWARD : 2021-37621-35888**

United States Department of Agriculture
National Institute of Food and Agriculture

COOPERATIVE AGREEMENT No. 2021-37621-35888

Between the
University of California
and the
**U.S. DEPARTMENT OF AGRICULTURE
NATIONAL INSTITUTE OF FOOD AND AGRICULTURE (NIFA)**

I. Purpose:

USDA has established a unified network of public agricultural institutions to identify and respond to high risk biological pathogens in the national natural resource and agricultural system. Five hub laboratories, dispersed strategically, make up the core of the National Plant Diagnostic Network (NPDN). The hubs maintain a two-way, secure communications network with other university and State Department of Agriculture diagnostic laboratories throughout their respective regions. These diagnostic laboratories are responsible for coordinating and deploying standardized diagnostic approaches for identification of exotic and domestic pests and pathogens that are of agrosecurity concern. They facilitate training of laboratory diagnosticians and potential first detectors for their respective NPDN region. All NPDN laboratories participate in submitting information to a plant disease diagnostic database which includes test procedures, experts, and host and disease/pest identification data. These efforts supplement and enhance other initiatives and provide Animal and Plant Health Inspection Service (APHIS) with surge protection back-up through a network of diagnostic laboratories and initial and independent confirmation of diagnostic results. The University of California (Davis) serves as the regional Hub laboratory for the Western Plant Diagnostic Network (WPDN) that coordinates all the activities above in the following states and territories: Alaska, Arizona, California, Hawaii, Idaho, Nevada, New Mexico, Oregon, Utah, Washington, and U.S. island territories in the Pacific-American Samoa and Guam.

II. Situation:

Originally, in 2002, the NPDN focused particularly on those threat agents, animal and plant pests and plant diseases, which terrorists or others could intentionally introduce into our country or spread from isolated parts of the country. Today it is clear that, in addition to the potential for intentionally introduced pests and pathogens, detecting and quickly diagnosing naturally occurring, newly emerging and invasive pests that have the potential to be of high deleterious consequence to American agriculture must be also considered.

The high priority threats to American agriculture are those that are regulated in international trade or could damage the confidence of Americans in their food supply. We therefore determined that there are high consequence pests and pathogens that require focused attention for preparedness that can be initiated or enhanced with this funding.

Given the enormous range of land over which U.S. farms, ranches, and food processing facilities are dispersed, it is critical that we have a similarly widespread capacity to detect, diagnose, and respond to intentional and accidental introductions of animal and plant pests and diseases. Because of its efficient, geographically dispersed, and collaborative laboratory capacity, NPDN maintains an accurate and timely detection and diagnostic capability and promotes accurate and fast response capacity in the event of a large-scale outbreak that might quickly exhaust our current limited Federal capacity. A national centralized database with diagnostic data from this distributed laboratory system provides the ability to identify emerging pest and disease outbreaks as they are happening, rather than in retrospect. Educating States, universities, and farmers so they can help detect and respond to pest and disease outbreaks is a core function of the NPDN. USDA and other Federal agencies cannot do it alone. Accordingly, we shall enlist industry, States, territories, tribal nations, and universities, in the fight against threats to agricultural security.

III. Agreement

It is agreed that the University of California and the National Institute of Food and Agriculture, United States Department of Agriculture, will cooperate for their mutual benefit through its activities as the Hub laboratory of the Western Plant Diagnostic Network (WPDN); disbursing funds through sub-contracts, coordinating regional laboratory resources to be prepared for high consequence diagnostics, conducting first detector training activities and regional events and overseeing surge events with the regional diagnostic community.

IV. Responsibilities of the Parties

A. The University of California agree to:

1. Operate as the Administrative Hub of the Western Plant Diagnostic Network. Work with the NPDN Executive and Operations Committees and NIFA staff to develop and implement an Action Plan to meet the preparedness objectives of this

**United States Department of Agriculture
National Institute of Food and Agriculture
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agreement.

2. As a member of the NPDN, work with NIFA to maintain and share lists of exotic plant diseases and pests of regulatory concern within the WPDN and maintain the readiness and capacity within diagnostic laboratories across the region to diagnose important pests, and maintain connectivity and capacity of the data management systems to contribute to the National baseline plant-pest data repository.
3. Describe the current Diagnostic Laboratory record-keeping system. Describe the process and timeline of how the case record system will generate diagnostic reports to a central database facility. Indicate methods of sample tracking (trail of evidence) and maintaining confidential information.
4. Describe status of Laboratory Quality Assurance program, including capacity, standardized procedures, and coordination with regional laboratories. Keep track of any relevant accreditations and certifications received.
5. WPDN Director will serve as a member of the NPDN Executive Committee.
6. Impose indirect costs at a maximum of 10% of the total direct cost of this agreement.
7. Submit annual progress reports, all requested financial reports, and a final report within 90 days after expiration of the Agreement to NIFA.

B. The NIFA-USDA agrees to:

1. Assign a National Program Leader (NPL) with appropriate expertise who will monitor the project, make recommendations concerning planning and procedures to be followed, and ensure that objectives are being fulfilled.
2. Provide funds in the amount of \$692,533 in this funding authorization under the U.S. Department of Treasury Automated Standard Application for Payment (ASAP) system. The total cost to NIFA under this Agreement will not exceed \$692,533.
3. Reimburse the Cooperator for allowable, allocable, and reasonable costs as specified on the Agreement Face Sheet, Form NIFA-2009 and the budget. Tuition remission is unallowable.
4. Provide guidance in the evaluation process and other technical assistance as needed

C. It is mutually agreed that:

1. This Agreement shall be deemed effective as of September 1, 2021, and shall remain in effect until August 31, 2022, unless extended by mutual consent.
2. Funds must be drawn on an as-needed basis only. Should there be unobligated funds remaining at the conclusion of the project, such funds shall be refunded to the NIFA-USDA and any undrawn authorization under the ASAP System shall be revoked.
3. Provisions of the approved proposal on which this Agreement is based that may not be explicitly stated herein are considered an integral part of this Agreement.
4. The provisions of Executive Order No. 11246 dated September 24, 1965, Sec. 202, para. (1) through (7) are made a part of this Agreement. As appearing throughout these paragraphs, the word "contract" shall be construed to mean "agreement" and the word "contractor" shall be construed to mean the University of California.
5. No member of or delegate to Congress shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.
6. As a condition of this 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, 2 CFR 416 and other generally applicable requirements specifically stated in this agreement and otherwise applicable. These regulations include the protection of human subjects with the requirements set out in 7 CFR 1c 103 and in the Department of Health and Human Services? regulations in 45 CFR part 46, as amended, which hereby are incorporated in this Agreement by reference, and such other statutory provisions as are specifically set forth herein.
7. In accordance with 2 CFR part 418, the recipient (and any subtier recipient) is prohibited from making any payments from Federal funds for lobbying a Member of Congress, an officer or employee of Congress, an employee of Congress or any Federal agency in connection with the awarding, renewal, extension, continuation, amendment or modification of a particular contract, cooperative agreement, grant, or loan. If any lobbying activity from non-appropriated funds occurs and the application or award action exceeds \$100,000, then the recipient (and any subtier recipient, if applicable) must file certification and disclosure forms (instructions found in Appendix A & B of 2 CFR part 418). Primary recipients are required to collect the certification and disclosure forms from their subtier recipients and submit them to NIFA-USDA. If required as stated above, certification and disclosure forms must be executed before an award action which exceeds \$100,000 is made.
8. Pursuant to the provisions of 2 CFR part 180, subpart C, as supplemented by 2 CFR part 417, subpart C, the recipient agrees as a condition of this award that it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in a covered transaction, unless specifically authorized by NIFA-USDA.
9. Pursuant to the provisions of 2 CFR Part 421, which implements the Drug-Free Workplace Act of 1988 (41 U.S.C. 701-

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707), you as the recipient must comply with the Drug-Free workplace requirements in Subpart B or (Subpart C, if the recipient is an individual) of part 421, which adopts the Government-wide implementation (2CFR part 182) of sec. ? 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D: 41 U.S.C. 701-707).

10. Except as otherwise provided in the terms and conditions of this Agreement, the author or the recipient organization is free to copyright any books, publications, or other copyrightable material developed in the course of or under this Agreement, but the Federal sponsoring agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for Government purposes.

11. This award, and sub-awards at any tier under this award, shall be governed to the extent applicable by the provisions of 2 CFR Part 400, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards. The OMB guidance found in subparts A through F of 2 CFR part 200 is both adopted and supplemented in 2 CFR part 400. Part 400, along with the adopted 2 CFR part 200, acts as USDA policies and procedures for uniform administrative requirements, cost principles, and audit requirements for Federal awards. This guidance supersedes and streamlines requirements from OMB Circulars A-21, A-87, A-110, and A-122 (which have been placed in OMB guidance); Circulars A-89, A-102 and A-133; and the guidance in Circular A-50 on Single Audit Act follow up. In addition, this award or agreement is governed by the following administrative provisions: (a) 2 CFR 415, General program administrative regulations (b) 2 CFR 416, General program administrative regulations for grants and cooperative agreements to state and local governments In addition to any other terms and conditions attached hereto, or stated herein, recipients of awards shall be bound by the Administrative Provisions established for particular programs.

AWARD NUMBER: 2021-37621-35888

WESTERN PLANT DIAGNOSTIC NETWORK (WPDN)

Co-Project Directors:

Gino Graziano- University of Alaska Fairbanks

Michael Melzer- University of Hawaii

Melodie Putnam- Oregon State University

Alex Hu- University of Arizona

Umesh Kodira- California Department of Food and Agriculture

James Warwick Woodhall- Regents of the University of Idaho

Audrey Moore- University of Guam

Timothy D. Murray- Washington State University

Tania Brenes-Arguedas- The Regents of the University of California (Davis)

Shouhua Wang- Nevada Department of Agriculture

Leslie Beck- New Mexico State University

Claudia Nischwitz- Utah State University

RESEARCH & RELATED BUDGET - Cumulative Budget

Award Number: 2021-37621-35888

	Totals (\$)	Totals (\$)
Section A, Senior/Key Person:		107,150.00
Section B, Other Personnel:		0.00
Total Number Other Personnel:	0	
Total Salary, Wages and Fringe Benefits (A+B):		107,150.00
Section C, Equipment:		0.00
Section D, Travel:		30,000.00
1. Domestic:	30,000.00	
2. Foreign:	0.00	
Section E, Participant / Trainee Support Costs:		0.00
1. Tuition/Fees/Health Insurance:	0.00	
2. Stipends	0.00	
3. Travel:	0.00	
4. Subsistence:	0.00	
5. Other:	0.00	
6. Number of Participants/Trainees:	0	
Section F, Other Direct Costs:		494,538.00
1. Materials and Supplies:	29,938.00	
2. Publications Costs:	0.00	
3. Consultant Services:	0.00	
4. ADP/Computer Services:	0.00	
5. Subawards/Consortium/Contractual Costs:	357,600.00	
6. Equipment or Facility Rental/User Fees:	0.00	
7. Alterations and Renovations:	0.00	
8. Other1:	40,000.00	
9. Other2:	30,000.00	
10. Other3:	37,000.00	
Section G, Direct Costs (A thru F):		631,688.00
Section H, Indirect Costs:		60,845.00
Section I, Total Direct and Indirect Costs (G + H):		692,533.00
Section J, Fee:		0.00
Section K, Total Costs (I + J)		692,533.00

Other 1: Event Planning/Key WPDN Key Partners Travel

Other 2: Diagnostic Work

Other 3: Phytophthora App Identification/Pclinic Licenses

ASAP Award Letter

08/30/2021



Jeff Grandy

UNIVERSITY OF CALIFORNIA, DAVIS
DBA: DAVIS CAMPUS/NEWS SERVICE
1850 RESEARCH PARK DR, STE 300
DAVIS, CA 95618-6153

Reference: Award Number: 2021-37621-35888
ASAP Account Number: 37621358883762121000

Dear Jeff Grandy :

The USDA National Institute of Food and Agriculture (NIFA) issued the referenced award for the project: WESTERN PLANT DIAGNOSTIC NETWORK (WPDN). As noted in the provisions section of the award, the Department of Treasury Automated Standard Application for Payments (ASAP) will be used for disbursement of the award funds.

ASAP is a web based electronic payment and information system developed by the Department of Treasury, Bureau of the Fiscal Service. ASAP allows recipient organizations receiving federal funds to draw from accounts preauthorized by federal agencies. ASAP is a role based application in which access is granted based on the assigned role of the user. For more information about ASAP visit <https://www.fiscal.treasury.gov/asap/>.

The ASAP defines roles and their general responsibilities are as follows:

- **Point of Contact** : the person responsible for assigning individuals to the other identified roles.
- **Head of Organization** : the person who has top management responsibilities within the recipient organization who approves the assignment of roles.
- **Authorizing Official** : the person responsible for the organization's profile data and identifying the individuals that will need access to ASAP account information.
- **Financial Official** : the person responsible for the organization's bank account information.
- **Payment Requester** : the person responsible for requesting award funds.
- **Payment Terms** : please allow 30 days from the date of the award or enrollment completion to process payment.

Before award funds can be made available, NIFA's Financial Management Division (FMD), Accounting Operations Branch (AOB), will determine whether your organization is currently enrolled into ASAP. For organizations already enrolled in ASAP for another federal agency (not NIFA), please refer to Attachment 2, which explains how to attach your organization to the NIFA Agency Location Code (ALC) in ASAP.

If your organization is not currently enrolled in ASAP, AOB will initiate and your organization will complete the enrollment process described in Attachment 1. The point of contact for your organization, identified in Box 19 on Form SF-424 R&R, will receive an ASAP user ID and password. If the ASAP access information has not been received within two weeks of receiving this letter, please send an e-mail to ASAPCustomerService@usda.gov.

ASAP provides information about the enrollment process, system requirements, and training opportunities online at: <https://fiscal.treasury.gov/asap/getting-started.html>. Once your organization has ASAP Access and a user logs in, there is a Help tab with instructions for general navigation, initiating payment requests, and other useful information.

Should you need ASAP assistance, please contact the Bureau of the Fiscal Service at the Kansas City Financial Center, (855) 868-0151. Please listen and follow the prompts for ASAP (currently Option 2, then Option 3). Hours of Operation: 6:30 AM - 5:00 PM Central Time (Monday - Friday). The Fiscal Service ASAP Help Desk also can be reached at the following email address: asaphelpdesk@fiscal.treasury.gov.

Sincerely,

William Waits Raulerson
Director, Financial Management Division

ASAP ENROLLMENT PROCESS (Currently not enrolled in ASAP)

1. NIFA's Financial Management Division (FMD), Accounting Operations Branch (AOB), inputs grantee information obtained from the application submitted to NIFA (e.g., grantee's DUNS number, EIN, and point of contact name and e-mail address).
2. ASAP provides the point of contact (as entered by AOB) via e-mail a user ID and password.
3. The point of contact (POC) accesses the system using the user ID and password, accepts the POC role, verifies grantee information already entered, and assigns individuals for the various roles (e.g., Head of Organization, authorizing Official, Financial Official, and Payment Requestor(s)).
4. ASAP provides the Head of Organization via e-mail a user ID and password.
5. Head of Organization accesses the system using the user ID and password and approves the POC assignment of individuals for the various roles.
6. ASAP provides the individuals, approved by the Head of Organization to serve in the applicable role, via e-mail, a user ID and password.
7. The Authorizing and Financial Officials separately access the system and input information associated with their roles (e.g., Authorizing Official identifies other individuals that must have access to the grantee information in the system and the Financial Official includes applicable banking data).
8. ASAP notifies AOB that the enrollment process is completed upon which AOB creates an ASAP account to which award funds will be deposited and from which the grantee may withdraw award funds.

Warning: Once a user id and password have been issued, the applicable individual must perform their assigned task within 45 days of the issuance otherwise the enrollment is cleared from the system and the enrollment process must be restarted.

ASAP ENROLLMENT PROCESS **(Already enrolled in ASAP)**

1. NIFA's Financial Management Division, Accounting Operations Branch (AOB), inputs grantee information obtained from the application submitted to NIFA (e.g., grantee's DUNS number, EIN, and point of contact name and e-mail address).
 - a. If the ASAP system indicates that the organization is already enrolled in ASAP and is already attached to the NIFA Agency Locator Code (ALC) (12-40-2200), the enrollment process stops and does not need to proceed.
 - b. If the ASAP system indicates that the organization is already enrolled in ASAP but is not already attached to the NIFA Agency Locator Code (ALC) (12-40-2200), proceed to the next step.
2. ASAP provides the point of contact (as entered by AOB) via e-mail a notification that the organization Financial Official must be notified.
3. The Financial Official separately accesses the system using their previously assigned userid and password and accesses the banking data screen to click the checkbox that "attaches" the organization to the NIFA ALC (12-40-2200).