



REQUEST FOR PROPOSAL

September 8, 2017

RFP TITLE: TECHNICAL REPRESENTATIVE – ANIMAL UTILIZATION – SOUTHEAST ASIA

RFP CONTACT:

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PROPOSAL DEADLINE: October 10, 2017

INTRODUCTION:

United States Soybean Export Council (USSEC) requests proposals from interested parties to apply for the contract of **part-time Animal Utilization Technical Representative for the Southeast Asia region.**

Through a global network of international offices and strong support in the U.S., USSEC helps build a preference for U.S. soybeans and soybean products, advocate for the use of soy in feed, aquaculture and human consumption, promote the benefits of soy use through education and connect industry leaders through a robust membership program.

PURPOSE OF RFP:

USSEC's standard practice is to RFP every 3 years. This helps to insure we are staying abreast of current technology and fair market value. We encourage all that are interested to apply, Including current contractors.

The purpose of this RFP is to seek proposals for a Technical Representative (aka Contractor) for Animal Utilization to provide strategic and operational oversight of USSEC animal utilization program in the Southeast Asian (SEA) region. This includes providing technical support services for USSEC's poultry, swine and other terrestrial livestock programs and activities in the region.

The Contractor will work with the Animal Utilization team to plan, implement, and manage both public events and private in-house activities/meetings that are focused on building preference for and increasing exports of U.S. Soy by delivering the U.S. Soy Advantage message to the key target audiences within the regional poultry and livestock industry.

The Contractor will focus his/her efforts on the primary target audience, i.e. poultry and livestock raisers, feed millers and integrated food processors etc., in particular feed mill nutritionists, formulators and ingredient purchasers, when promoting the intrinsic and extrinsic advantages of using U.S. soy in animal feed rations. The Contractor will also provide support in the form of technical training and knowledge transfer to promote USSEC's interests in the region.

Other target audiences and activities that the Contractor will be engaging with include:

- Working with local co-operators to do on-farm feeding studies and demonstrations
- Interacting with government and regulatory agencies in the region (e.g. to promote sustainable industry practices)
- Industry feed mill, poultry, livestock and trade associations etc.

The Contractor will report administratively and operationally to USSEC's Southeast Asia Regional Director for all matters related to the execution of services as described for the position.

The Contractor will receive technical direction and guidance from the Marketing Director - Global Animal Utilization Program based in St. Louis, USA, and co-operate with other USSEC Regional Technical Staff and Contractors when implementing the Unified Export Strategy (UES) for the current financial year.

SCOPE (SERVICES) OF WORK:

Core Services:

- The Contractor will liaise and coordinate his/her marketing efforts closely with the In-Country Representatives in Southeast Asia.
- The Contractor will establish and nurture strong working relationships, good lines of communication and beneficial trade connections with local/regional agriculture industry through his/her technical and trade servicing efforts. This includes but is not limited to, personnel associated with the private sector, government bodies, universities and institutions etc. for the following purposes:
 - To differentiate and build a preference and demand for U.S. Soy in the Southeast Asian poultry and livestock industry.
 - Recommend strategies to current and potential industry participants that will grow the market for U.S. Soy.
 - Work with USSEC colleagues to develop strategies to rapidly address any Market Access issues that arise (e.g. sustainability).
- The Contractor will be required to author/develop technical presentations and technical bulletins, manage scientific and/or analytical studies, research and conduct U.S. soy-based feeding demonstrations and report results, as required, following USSEC's Applied Research and Feeding Demonstration Policies.
- The Contractor will assist in the preparation of technical publications and studies for use by USSEC and all/any party whom USSEC provides support to or are working with, to promote U.S. Soy. This includes but is not limited to industry, cooperatives, universities, government officials, research centers etc.
- The Contractor must be prepared, and able to, give presentations to audiences at workshops, seminars and/or conferences for the benefit of and to achieve USSEC's core mission.
- The Contractor shall plan, co-ordinate, evaluate, negotiate (where needed) and conduct seminars, press conferences, lectures, demonstrations, publicity and presentations as needed to carry the objective of the organization with individuals, groups and media (radio, television, newspapers, periodicals and trade journals).
- The Contractor shall respond to inquiries for information and assistance in the area of animal utilization in a timely manner.
- The Contractor shall recommend, recruit, accompany, assist and support outside consultants and technicians to assist with specific activities under the animal utilization program to include, but not limited to, introduction of modern farm management techniques, feed milling and formulation technology, quality assurance and disease diagnosis and management etc.
- The Contractor shall conduct technical seminars and workshops to introduce modern animal utilization technologies to key target audiences and incorporate strategically relevant topics to promote the U.S. Soy Advantage (e.g. sourcing and utilization of feed ingredients with emphasis on U.S. soy).
- The Contractor will travel with USSEC's regional technical staff, Contractors and U.S. Soy Producers, when requested by USSEC Management. He/She will be required to prepare visitation schedules and arrange for industry meetings to facilitate the traveller(s)'s

- understanding of USSEC's marketing and technical outreach programs.
- The Contractor will ensure that U.S. Soy Producers and other members of the U.S. Soy Family meet with relevant and key local/regional industry members so that the members of the mission can make a trade connection on behalf of U.S. Soy.
- The Contractor will when required escort regional teams of importers and end-users on USSEC sponsored activities to other countries (in and outside Southeast Asia) to attend agriculture related conferences, trade shows, seminars, exporter faculties visits, and or other events, as requested by USSEC management. However, to qualify, such trips must show a clear benefit to U.S. Soy. or at least have a component in the itinerary that satisfies this condition.
- The Contractor will assist with, as well as provide insights and direction for, future U.S. Soy market development programs. He/She will periodically review and recommend modification of market development plans as and when necessary in response changing market/trade conditions.
- The Contractor will diligently organize all funded projects and activities and manage overall the technical activities under his/her responsibility for the current UES and in accordance to USSEC's guidelines and requirements, e.g.
 - Undertake managerial, reporting, budgetary, and any other administrative duties that are required by USSEC.
 - Develop, recommend and utilize budgetary funds assigned to market development activities or other projects, meeting all reporting requirements, and expending funds in such a manner as to insure maximum effectiveness, subject to the policies of USSEC.
 - Prepare correspondence, travel schedules, trip reports, activity plans, market development activities, budgets and other documentation as requested by the Regional Director or USSEC management etc.
- The Contractor shall dedicate time and attention to meet the Services, Deliverables and KPIs as required in accordance with the terms of the Master Agreement and Addendum contained within. In addition, the Contractor will
 - conduct oneself in a manner consistent with USSEC's core values, e.g. respectable image, reputation and credibility representative of USSEC, and refrain from engaging in activities which reflect adversely on USSEC;
 - provide full and complete cooperation with USSEC in order to maximize USSEC's success within the Region.
- As an expert and a professional in his/her field of study and experience, in order to meet the requirements of this position, the Contractor must, of his/her own accord, stay well informed and knowledgeable in the latest/current developments in his/her area of expertise and be able to communicate effectively to target audiences.
- The Contractor will have an 'outward-facing' role reporting directly to USSEC's S.E. Asia Regional Director and USSEC CEO who oversees the entire 'outward-facing' structure for the organization. The Contractor will continue to work closely with and give their full co-operation to members of USSEC's Program Management and Accounting Teams in S.E. Asia.
- Any trade or technical information, data, statistics, reports, etc. that is prepared by USSEC contractors/staff for U.S. Soy activities is deemed exclusive and private property of USSEC unless classified otherwise. Under no circumstances should the Contractor use such information, in any way shape or form, for any other purpose than for the benefit of U.S. Soy.

DELIVERABLES:

Expected Completion Date	Description of Deliverables
<p>October 2017 to September 2018</p> <p><u>Monthly</u></p>	<ul style="list-style-type: none"> • Invoice and Monthly Report to the Regional Director in format as directed. Details in the monthly report to include but not limited to: <ul style="list-style-type: none"> ◦ Contractor interactions with soy industry contacts ◦ A section on Sustainability and relate what action has been taken to promote and further this message to the industry and its impact/results if any ◦ Timely reporting of latest market updates and developments – especially events that impact the trade and preference for U.S. Soy ◦ Observations and recommendations on programs/activities, action on trade issues, marketing strategies etc. ◦ Communications that cover inquiries and questions from U.S. exporters, importers and processors of U.S. soy, trade organizations, government officials, etc. on the application, availability and sourcing of soybeans and soybean products from the U.S. etc. • Plan of Work for upcoming Month/Quarter which is to be shared monthly with the Regional Director, Global Animal Utilization Marketing Director, and or CEO upon request • Submit budget tables on the latest investment estimates for project and activities under the Contractor's responsibility • Progress reports on Key Performance Indicators (KPIs) as it relates to the "Services" and "Deliverables" indicated in the Master Contract and Addendums therein • Provide reviews, observations, and recommendations on programs/activities, action on trade issues, marketing strategies etc. as and when required
At least two (2) stories a month	<ul style="list-style-type: none"> • Submit at least two (2) event/success stories every month to include: <ul style="list-style-type: none"> • Brief details of the event and its objectives • Explain how U.S. Soy has benefited from the interaction and the role the Contractor played in making this happen • Relate how the event has or not met KPIs and explain why • Provide pictures of the event <ul style="list-style-type: none"> ◦ Send in your event/success stories using the template provided in USSEC's S.E. Asia Standard Operational Procedures Manual
Within 30 days after every trip/meeting	<p>Submit using USSEC's standard trip report template.</p> <p>To be circulated to Southeast Asia's Regional Director and or USSEC's CEO, CPO, and appropriate GUP Lead, upon request, within 72 hours of the meeting/event.</p>
October 2017 to	<ul style="list-style-type: none"> • The Contractor will reach out to a minimum of 30 key industry

<p>September 2018</p> <p><u>Ongoing</u></p>	<p>decision-makers and influencers through the course of the marketing year:</p> <ul style="list-style-type: none"> ○ Provide contact list for input into USSEC’s CRM and Content Management systems ○ Provide a summary of each meeting and recommendations for next steps <ul style="list-style-type: none"> • Together with the other USSEC Animal Utilization Contractors, supervise the planning, development and implementation of the annual UES work plan for SEA animal utilization programs as directed by USSEC’s SEA Regional Director and consistent with the strategic objectives set by USSEC’s Global Animal utilization Marketing Director. • Monitor and manage the budget for SEA animal utilization activities in accordance with the approved UES and the specific United Soybean Board (USB) and other funding agency allocations. • Coordinate and liaise with industry and government for the promotion, extension and adoption of U.S. soy-optimized, eco-friendly and sustainable technologies. • Manage the preparation and submission of progress, output and other reports on animal utilization activities in SEA as directed by the Regional Director or USSEC management. • Plan, organize and schedule animal utilization teams to the U.S. or other countries as designated in the UES. • Work with key animal utilization media outlets and trade publications to publish USSEC technical information and feeding demonstration results. • Supervise the development and implementation of additional activities as directed by USSEC. • Sustainability Marketing Tool Rollout and Import of Certified Sustainable U.S. Soy into Region: <ul style="list-style-type: none"> ○ Develop target list of minimum 4 Feed Manufacturers within the SEA Region for presentations on marketing tools developed under USSEC’s Sustainability Initiatives. Complete list by second quarter of FY 2018 and make plans for visits with appropriate USSEC Staff. Complete visits by April 2018. ○ Work with Southeast Asia In-country representatives to ensure that at least two of the organizations on the list import certified sustainable U.S. Soy. ○ Include appropriate documentation with Monthly Report. • As UES 2019 is being developed, work with Regional USSEC Staff to provide guidance on appropriate programs, budgets and overall investment in the Animal Utilization program in the SEA Region. Ensure that the emphasis for proposed projects complies with the Strategy of our Funding Sources and USSEC with a focus on differentiating and building a preference for U.S. Soy, growing demand and regional imports of U.S. Soy and ensuring that there are not market access barriers blocking U.S. Soy imports into the Region. • Participate in UES 2019 development as directed by the Regional Director and Global Animal Utilization Marketing Director.
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PROJECT TIMELINE:

The term of the Animal Utilization Technical Representative - Southeast Asia, (Management Level) position will start from **11/1/2017 to end of FY/UES 2018 or completion of contract budget, whichever sooner** (reference budget details below). Contract renewal will be based on a Marketing Year (MY) by Marketing Year basis subject to performance reviews and deliverables.

RFP TIMELINE:

- ☐ RFP Distribution: September 11, 2017
- ☐ Last Day to Submit Questions: September 18, 2017 by 5:00PM Singapore Time
- ☐ Project Proposals Due: October 10, 2017 by 5:00PM Singapore Time
- ☐ Selections Made By: October 15, 2017
- ☐ Prospective Contractors Notified By: October 15, 2017

REQUIRED INFORMATION:

- ☐ Credentials or CV
- ☐ Experience
 - Length of experience
 - Major emphasis of services provided
 - Nature of past and present clients

CONSULTING FEE (U.S. Dollars)

Please indicate your daily consulting fee (US\$ per day) based on the contract description and deliverables. Please also indicate a budget for travel (i.e. number of trips, number of nights stay in each location, etc.) to achieve the set of deliverables. That is:

- Daily Consulting Fee = US\$ ----
- Travel Budget = US\$ ----

Please note that all other costs and expenses related to a project or an activity is NOT to be included in your calculation as these will already be factored in separate budgets that concern the projects/activities.

- USSEC generally do not pay for institutional overhead expenses.
- USSEC will only reimburse actual expenses in according to USSEC's policies and procedures. Expense details will be used as an estimate for contractual purposes as a not to exceed amount.
- Expenses to implement a proposed listed event are not required for the RFP.
- Please note if you have any special requirements that need to be considered.

INSTRUCTIONS:

1. Please email the proposal to chtan@ussec.org by **5:00PM Singapore Time** latest by **October 10, 2017**.
2. Instructions to Prospective Contractors:
3. Proposals must contain at a minimum the specific criteria listed
 - A. A description of the Prospective Contractor's capabilities, resources and experience. Emphasis should be placed on experience related to this RFP.
 - B. Resumes for each of the Prospective Contractor's personnel assigned to work directly

- on the implementation of the contract.
- C. References from a minimum of two clients who have used your services for similar project.
 - D. Proposals should be no longer than **10 pages** (8 ½" x 11").

NOTE: Respondents are hereby notified that proposals will be duplicated for internal review only. Every effort will be made to maintain confidentiality of all information presented. The appropriate representatives from staff and legal counsel will review proposals. Proposals will not be returned. USSEC reserves the right to reject any proposal that is in any way inconsistent or irregular. USSEC also reserves the right to waive proposal defects or deficiencies, to request additional information, and/or to negotiate with the Prospective Contractor regarding the proposal. Prospective Contractor agrees to comply with the provisions of Equal Opportunity, as expressed in Attachment A copied below.

SUBMISSION DEADLINE
5:00 PM Singapore Time, October 10, 2017

SUPPLEMENTAL INFORMATION AND BACKGROUND USSEC

BUILDING A PREFERENCE FOR U.S. SOY

USSEC's strategy can be found here: <http://ussec.org/about-ussec/vision-mission/>

USB's Long Range Strategic Plan can be found here: <http://unitedsoybean.org/about-usb/strategic-planning/>

We are a dynamic partnership of key stakeholders representing soybean producers, commodity shippers, merchandisers, allied agribusiness and agricultural organizations.

Through a global network of international offices and strong support in the U.S., we help build a preference for U.S. soybeans and soybean products, advocate for the use of soy in feed, aquaculture and human consumption, promote the benefits of soy use through education and connect industry leaders through a robust membership program.

Our 15-member board of directors is comprised of four members from the American Soybean Association (ASA), four members from the United Soybean Board (USB), and seven members representing trade, allied industry, and state organizations.

New board members are seated annually. We are receiving funding from a variety of sources including soy producer checkoff dollars invested by the USB and various state soybean councils; cooperating industry; and the American Soybean Association's investment of cost-share funding provided by the United States Department of Agriculture's (USDA) Foreign Agriculture Service.

The United Soybean Board, created by the 1990 Farm Bill to manage and direct the National Soybean Checkoff, is dedicated to marketing and research for the soybean industry. USB is comprised of 73 volunteer soybean farmers representing the interests of fellow growers nationwide. Each board member is nominated by Qualified State Soybean Boards (QSSBs) and appointed by the U.S. Secretary of Agriculture.

Because of the limitations on administrative and salary costs established in the Act, USB outsources the majority of its program management responsibilities to USB's three primary contractors:

1. SmithBucklin-St. Louis for domestic marketing, new uses, production research and Board initiative activities;
2. Osborn & Barr Communications for communications/public relations activities and;
3. United States Soybean Export Council (USSEC) for international marketing and global opportunities activities.

As one of these three primary contractors USSEC may also undertake initiative activities on behalf of USB. USB considers primary contractor staff (approximately 60 people) as core USB staff. These three primary contractors use a number of subcontractors and, together, these entities carry out approximately 450 projects each year for USB. USB also manages approximately 10 subcontractors.

Attachment A

Equal Opportunity during the performance of the contract, the Contractor agrees as follows:

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability, political beliefs, and marital or family status.
2. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.
3. The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Department that explain this section.
4. The Contractor shall, in all solicitations or advertisement for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
5. The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Department advising the labor union or workers' representative of the Contractor's commitments under this section, and post copies of the notice in conspicuous places available to employees and applicants for employment.
6. The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
7. The Contractor shall furnish all information required by Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor. Standard Form 100 (EEO-1), or any successor form, is the prescribed form to be filed within 30 days following the award, unless filed within 12 months preceding the date of the award.
8. The Contractor shall permit access to its books, records, and accounts by the contracting agency of the Office of Federal Contract Compliance Programs (OFCCP) for the purposes

- of investigation to ascertain compliance with the applicable rules, regulations and orders.
9. If the OFCCP determines that the Contractor is not in compliance with this section or any rule, regulation or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
 10. The Contractor shall include the terms and conditions of subparagraphs (1) through (11) of this section in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.
 11. The Contractor shall take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into litigation to protect the interests of the United States.
 12. Notwithstanding any other section of this contract, disputes relative to this section will be governed by the procedures in 41 CFR 60-1.1.

Attachment B

As a condition of being awarded any work under this request for proposal, the awarded contractor will be required to accept all of the following terms and conditions:

(All Capitalized Terms shall have the meaning as defined in the contract itself)

I. SCOPE OF WORK

- a. Contractor understands that it is critical to the nature of the services performed under the contract that USSEC be able to quickly modify, cancel or stop any plans, schedule or work in progress hereunder. Nothing herein shall be construed to limit the discretion of USSEC or the Project Manager in making any such modifications as it requires. Therefore, Contractor shall:
 - I. Perform all tasks hereunder to the satisfaction of Project Manager.
 - II. Immediately so modify, cancel or stop any plans, schedule or work in progress if instructed to do so by the Project Manager.
 - III. All appeals will be decided at the sole discretion of USSEC's Chief Executive Officer (CEO). Failure to follow this appeal process may result in the immediate termination of the contract and the release of USSEC from any future liability.
- b. Contractor shall coordinate with USSEC to develop mutually agreeable Key Performance Indicators ("KPI") within 30 days following execution of the contract. Contractor shall comply with such KPIs, which will become a basis for measurement of Contractor's satisfactory performance hereunder. Contractor shall provide USSEC monthly reports toward KPI progress in a mutually agreed format.

II. COMPENSATION

- a. USSEC shall pay valid invoices within 30 days of receipt. In order to be valid, the invoice must meet the following requirements:

- i. Contractor shall bill no more frequently than twice per calendar month.
 - ii. Contractor can only invoice for services after they are performed.
 - iii. Contractor must obtain approval from respective Project Manager for all invoices.
 - iv. Contractor must mail approved invoice to USSEC at the address noted in the contract to the attention of "Compliance".
 - v. Invoice must be in English or include an English translation.
- b. Contractor agrees that Fees are in lieu of any and all other benefits, including, but not limited to, repayment of any and all taxes related to contractor service fees, health and life insurance, administrative costs and vacation.
- c. Contractor agrees that any income taxes, value added taxes or any other form of direct or indirect taxes on compensation paid under the contract shall be paid by Contractor and not by USSEC or Funding Sources.
- d. Any reimbursable expenses, if allowed in the contract, not expressly detailed in Attachment A budget worksheet require written consent of USSEC prior to reimbursement. Contractor represents and warrants that any such expenditure will at all times comply with the Reimbursable Expense section of the USSEC Policies and Procedures Manual. In addition to any other action USSEC may take hereunder, violation of this warranty shall result in non-payment of all such non-compliant expenses. Contractor shall provide receipts for actual expenditures of \$25.00 or more for which Contractor expects reimbursement. Meal expense totals per day are capped at the U.S. government per diem rates.
- e. If contract allows for reimbursable expenses, Contractor may bill for the Expenses as incurred. Invoice must include a USSEC issued "Expense Report – Reimbursable Expenses" worksheet completed in accordance with USSEC Policies and Procedures and submitted to USSEC within 45 days of occurrence.
- f. USSEC may authorize advance payment for large travel expenses upon prior written consent by USSEC to do so. In any event, USSEC will make the corresponding payment according to its internal Policies and Procedures Manual.
- g. No international travel will be approved unless Contractor has informed the FAS Attaché/Counselor in the destination country. Contractor shall attach to its invoice for any such expenses, evidence satisfactory to USSEC of such notification.
- h. All Payment amounts under the contract shall be in U.S. dollars. Payment shall be contingent upon:
 - I. Performance of the Services to USSEC's satisfaction,
 - II. Producing all required deliverables scheduled to be performed up to the date of invoice,
 - III. Progress on KPIs to be performed up to the date of invoice,
 - IV. Delivery to USSEC of Contractor's timesheet for the invoiced period,
 - V. Delivery to USSEC of Contractor's complete and accurate invoice,
 - VI. Delivery to USSEC of Contractor's activity report for the payment period,
 - VII. Delivery to USSEC of required receipts, if any
 - VIII. Contractor shall provide W-9 or W-8BEN upon agreement signature
- i. Final Payment shall be contingent upon receipt of a final accounting of billed project expenses within 30 days after the end of the Term.
- j. USSEC may, in its sole discretion, refuse payment on any submission of documentation received:
 - I. More than 30 days beyond the Term of the contract, or
 - II. In no event shall USSEC or Funding Sources be liable for late fees for any sums claimed to be due to Contractor.

- k. Payments will be made to Contractor's address as defined in the contract or otherwise upon written notice.

III. TERMS AND CONDITIONS

- a. Agents, Employees and Subcontractors. Contractor shall cause, and shall include in any contract it may have in relationship to the proposed contract with, all of its agents, employees, subcontractors and others under Contractor's control, to abide by the terms and conditions herein, particularly with respect to International Name, Contingent Agreement, Non-Disparagement, Non-Competition, Confidentiality, Indemnity, Audit and Record Retention, Regulatory Compliance, Intellectual Property, and Conflicts of Interest. Both USSEC and its Funding Sources, including USB, are tax exempt entities.
- b. Contingent Agreement and Funding. Notwithstanding anything to the contrary herein, the contract shall not become effective unless and until
- i. USSEC receives final funding approval from all relevant and appropriate Funding Sources, and
 - ii. The contract is fully executed and properly signed by both parties.
 - iii. Services performed and expenses incurred prior to these conditions shall be at Contractor's own risk. Relevant and appropriate Funding Sources, provide all funds for Compensation of Contractor. USSEC has no obligation to pay Contractor any amount due hereunder unless and until it receives funds designated for the Services from the applicable Funding Source.
- c. Relationship of Parties. Contractor and USSEC agree that Contractor is an independent contractor, not an employee, agent or legal representative of USSEC for any purpose. USSEC's sole obligation to Contractor shall be pursuant to the contract.
- d. Exclusive Payment. Contractor agrees that Payment is in lieu of any and all other benefits, including, but not limited to, repayment of any and all taxes related to contractor service fees, health and life insurance, administrative costs and vacation.
- e. Non-Disparagement. During the term of the contract, Contractor shall not make any public statements that reflect unfavorably upon, criticize or otherwise disparage:
- U.S. soybeans or U.S. soybean products;
 - USSEC, Funding Sources, including USB, or their activities;
 - Contractor's association with USSEC or Funding Sources, including USB;
 - The "Soybean Check off"
- g. Non-Competition. Contractor shall not act as agent or representative for any product or service directly or indirectly competitive with U.S. soybeans or soybean products for the length of the contract.
- h. Confidentiality. Without USSEC's prior written consent, Contractor and its officers, employees, agents, representatives, affiliates, and subcontractors shall not disclose to any third party any documents, materials or information that Contractor learns from or is provided in relation to the contract ("Confidential Material") for any purpose other than performing the Services. Contractor shall exercise reasonable care and implement security measures to protect all Confidential Material from disclosure, which shall in all cases be with at least the same level of care it would use for its own confidential information. This covenant of confidentiality will survive the termination of the contract.
- i. Termination and Assignment. The contract may not be assigned by Contractor without the prior written consent of USSEC which it is free to refuse. USSEC may assign the contract to another entity based in the United States that uses Funding Source's funds pursuant to the requirements of the contract. The contract may only be terminated as set forth below,

in the absence of written agreement by both parties:

- j. USSEC's maximum liability for termination shall be the pro-rated value of fully-documented:
 - I. Services completed hereunder to the effective date of termination and
 - II. Any non-cancellable financial commitments of Contractor hereunder that were properly incurred by Contractor for the benefit of USSEC pursuant to the requirements of the contract.
- k. USSEC may terminate for any reason upon 30 days written notice without any further liability for termination than that described herein, USSEC may terminate immediately at any time without any further liability for termination than that described herein, due to:
 - I. Material changes which reduce USSEC's funding.
 - II. A Force Majeure event as described herein.
 - III. Any breach of Agreement or warranty hereunder by Contractor,
 - IV. Any criminal or civil action brought against Contractor or its employees, which in USSEC's sole and unfettered judgment impairs:
 - a. Contractor's ability to perform the Services.
 - b. USSEC's or Funding Source's image or programs
- l. Contractor may terminate the contract upon 30 days written notice, in which case USSEC may choose to terminate immediately upon receiving such notice without any further liability for termination than that described herein.
- m. The contract shall automatically terminate without any further liability for termination than that described herein upon:
 - I. Contractor's death, if an individual, or
 - II. Contractor's inability to perform the Services or achieve the Deliverables.
- n. Taxes. Any income taxes, value added taxes or any other form of direct or indirect taxes on compensation paid under the contract shall be paid by Contractor and not by USSEC or Funding Sources.
- o. Force Majeure. Neither party shall be liable for failure to perform under the contract if such failure is a result of circumstances beyond such party's control, including but not limited to Acts of God (such as fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, hostilities (regardless of whether war is declared), terrorist activities, government sanction, blockage, embargo, or labor dispute. If a party asserts Force Majeure as an excuse for failure to perform an obligation, that party must prove that the party took reasonable steps to minimize delay or damages caused by foreseeable events and that the party substantially fulfilled all non-excused obligations.
- p. Insurance. During the term of the contract, Contractor shall obtain and maintain a policy of professional liability insurance with a minimum of the following coverage:
 - I. Professional Liability with a minimum liability of \$1,000,000 USD per occurrence.
 - II. If Contractor obtains its own insurance coverage, Contractor shall provide USSEC with a Certificate of Insurance, in an industry standard format such as the ACORD format, evidencing Contractor's insurance coverage and providing 30 days' notice of any policy reductions or termination.
 - III. Contractor may obtain such insurance coverage at its own expense, or may obtain such insurance under USSEC's own insurance policies for an administrative fee of \$50.00, to be deducted from the amount of Contractor's first invoice hereunder. Coverage under USSEC's insurance policies shall be effective only while performing Services hereunder for USSEC. The parties recognize that the Contractor's obtaining of this coverage under USSEC's own insurance policies, and USSEC's facilitation thereof, does not ensure coverage of any claim under the insurance policies described in this section. Contractor hereby releases and holds harmless USSEC from any and all claims arising as a result of the failure by



USSEC's insurance provider, the Chubb Group of Insurance Companies ("Chubb"), to provide coverage for a claim related to the insurance policies described in this section, and Contractor further agrees that Contractor's sole recourse shall be against Chubb for any failure by Chubb to cover a claim. If Contractor breaches this release, USSEC shall be entitled to recover all attorneys' fees related to defending.

END