



USB Reference Guide

As of July 16, 2014

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USB Reference Guide

PURPOSE

This Reference Guide is designed to provide guidance to the United Soybean Board on compliance with the Act and the Order. It is the purpose of this document to establish guidelines and provide instructions to be followed in the administration of the USB policies.

SCOPE

This policy applies to Board Directors, staff and contractors of the United Soybean Board.

TERMINOLOGY

Below are consistent terms used throughout the policy and their references:

- “USB” refers to United Soybean Board as an organization.
- “Chairperson” refers to United Soybean Board Chairperson.
- “Director(s)” refers to the United Soybean Board Directors.
- “Officer(s)” refers to the United Soybean Board Officers including the Chairperson, Vice Chairperson, Secretary and Treasurer.
- “Executive Committee” refers to the United Soybean Board Executive Committee.
- “Action Team” refers to the four teams assigned to manage the soybean promotion from a project level.
- The “Act” refers to the Soybean Promotion, Research, and Consumer Information Act
- The “Order” refers to Soybean Promotion, Research, and Consumer Information Order
- “USDA” refers to the United States Department of Agriculture
- “Bylaws” refers to the Permanent Bylaws of the United Soybean Board.

USB COMMUNICATION STANDARDS MANUAL

Below you will find guidelines for the various types of communications you may be using. From News Releases to Social Media, this is your source for information on the proven standards developed by our checkoff.

Media Inquiries

USB welcomes media inquiries and responds to them in an accurate, thorough and timely manner. As much as possible, media requests for interviews should be fulfilled by USB farmer-leaders. Contact a USB program manager responsible for the area in question once a media request is made in order to determine who can best fulfill the request. Copy the USB Primary Communications Contractor to determine if additional communications support is necessary and to maintain a record of each request.

Photo Usage Guidelines

USB has a considerable library of photo images. Prior to generating original photography, USB Primary Contractors and subcontractors should review the photo library housed on the USB website to see if existing photography can fulfill a need. Low resolution photos can be obtained directly from the USB photo library on the USB website. If a high resolution copy of the photo is needed, an online USB photo request form (located on the same page) can be used to receive a copy. All media industry or outside parties must fill out a request form and credit the United Soybean Board/Soybean Checkoff for use of high resolution photos.

All USB contractors should use the [USB Consent and Release Forms](#) when taking photos for USB use. The release forms must be kept on file as long as the photography remains in the USB photo library.

Audio/Video Usage Guidelines

USB has a considerable library of professional audio files and stock video. Audio/video requests will be granted on a case-by-case basis and must be accompanied by a [request form](#). The request form includes a provision that the audio/video will be credited to United Soybean Board/Soybean Checkoff.

When new audio or video is captured on behalf of USB, subjects must sign [USB Consent and Release Forms](#). The release forms must be kept on file as long as the audio or video remains in the USB library.

Web Standards

Websites either fully or partially funded by USB are considered external communications and must be consistent with the USB Communications Standards Manual and USB approval processes.

Every effort should be made to utilize existing USB-funded websites as a means to publish information on the Internet instead of creating new websites and domain names. The USB Internal Communications

Manager has the responsibility of ensuring that USB’s Internet presence is as clear and concentrated as possible and that information is up to date and not duplicated on current USB-funded websites.

All USB-funded websites must clearly identify the soybean checkoff as the source of funding the website on the home page and must contain a link to USB’s primary website, www.unitedsoybean.org. A consistent look and feel across all USB-funded websites is desirable, so all sites are easily identified and connected with the soybean checkoff. Any party who wishes to establish a USB-affiliated website must go through the Primary Communications Contractor, who has the central responsibility for the strategic direction and administration of USB’s primary website (unitedsoybean.org). This procedure is necessary in order to reduce the chances that duplicative content dilute the effectiveness of USB’s online strategy.

Links to all websites must be housed under www.unitedsoybean.org. The primary site will direct users to all USB funded sites. When linking to websites which are not checkoff funded, one of the following messages must be shown prior to connecting to the outside website:

“You are now leaving a United Soybean Board site”

Or

“You are now leaving a checkoff-funded site”

Social Media Guidelines

Similar to all other external communications, all USB social media messages and content must follow internal review and approval guidelines set forth by USDA. Any links to external articles or websites must also be approved by USDA. Further details follow:

Social Media

Objective:

- Utilize Twitter and Facebook (the current dominant social media tools) to support awareness of USB interests and engage relevant audiences within *the parameters of USDA communication guidelines*.
- Empower leaders and employees of USB and Osborn & Barr as communicators on its behalf to contribute to the goals of USB through online channels.

Strategy:

The online strategy of USB will consist of a three-pronged approach reflecting the following groups:

- Approved representatives of USB who “tweet” or post to its Facebook page from accounts held by USB, in the name of the organization. These initial postings are strategic tools and serve expressly to further the goals of the organization.
- Leaders, staff and sanctioned “friends” of USB who utilize social media channels as representatives of the organization. These postings are secondary to the strategic goals of USB, serving to amplify its presence and messages online. In other words, these postings will help spread USB’s strategic messages online, rather than initiate them.
- Individuals affiliated with the organization who “tweet” or hold Facebook pages for purely personal reasons and fall outside of the guidelines below.

Requirements and Procedures:

The Initial and Secondary postings will adhere to the following requirements:

- **Initial Postings**
 - Will be pre-approved by the USB/USDA where appropriate, often as part of a draft release submitted to USB/USDA before distribution (see Example 1 below).
 - Will reflect best practices in utilizing relevant keywords and other language that aid in their delivery to targeted publics.
- **Secondary Postings**
 - Will be professional at all times. They will present USB and its peers in a positive light, avoiding any reference to opposing groups and critics.
 - Will be transparent. They will include a true representation of the individual posting the material and his or her intentions.
 - Will include disclaimers that clarify the postings reflect the views and opinions of the individual, not USB. Such disclaimers will reside in the ‘Bio’ section of the Twitter and Facebook accounts or other, similar positions on the sites. Example:
 - “The postings/recordings on this site are my own and don’t necessarily represent the positions, strategies or opinions of the United Soybean Board.”
 - Will be made in the context of caution, judgment and integrity with regard to exaggeration, colorful language, use of copyrighted materials, unsupported assertions, or other confrontational language.
 - Will not include information about USB’s financial matters, employees, strategy, legal proceedings, or any other information that has not been publically released by USB.
 - Will reflect good-faith efforts to avoid inaccuracy or unfair use of others’ work.
 - Will require individuals to contact the appropriate USB/O&B media representatives if he/she is solicited for information/comments/quotes by traditional media, thought leaders, activists, or other content providers.
 - Will not engage in two-way exchanges with anyone regarding controversial issues such as organic vs. traditional agriculture; animal production; vegetarianism; or politics.
 - Will not mention supporting or not supporting any legislative or other regulatory initiative on the local, state or national level.
 - Will not mention any particular agriculture brand; i.e., Monsanto, John Deere.

Talking Points Database

All approved talking points for USB use should be sent to the Primary Communications Contractor. Communications staff will add the approved talking points to the talking points database housed on the USB website.

Talking points may be used with media and the public, but credit should be given to United Soybean Board/Soybean Checkoff.

CONFIDENTIALITY AGREEMENT

This confidentiality agreement (“Agreement”) is executed this _____ day of _____, by _____ (the “Undersigned”).

WHEREAS the United Soybean Board (“USB”) was created pursuant to the Soybean Promotion, Research, and Consumer Information Act, 7 U.S.C. §§ 6301-6311 (1999) (the “Act”) and the Soybean Promotion, Research, and Consumer Information Order, 7 U.S.C. Part 1220 (2000) (the “Order”), to, among other things, ensure coordination and efficient use of the funds assessed and collected under the Act;

WHEREAS USB has invited the Undersigned to attend the Board of Directors (the “Board”) meeting in _____ on _____ (the “Board Meeting”);

WHEREAS the Board may hold executive sessions (the “Executive Sessions”) during the Board Meeting;

WHEREAS Confidential Information, as that term is defined in Paragraph 2 below, will be disclosed during the Executive Sessions;

WHEREAS the Undersigned desires to be present during the Executive Sessions;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the Undersigned affirms and agrees as follows:

1. The term of this Agreement shall run for a period of two (2) years from the date of execution of this Agreement.
2. The Undersigned acknowledges that the definition of “Confidential Information” for the purposes of this Agreement shall be defined as any information provided to the Undersigned at the Executive Sessions during the Board Meeting.
3. The Undersigned affirms that he/she is a soybean producer who has paid into the National Soybean Checkoff program within the previous two years.
4. The Undersigned agrees to maintain in confidence, and will not disclose to any other person or entity, any Confidential Information without the prior written consent of the chairman of the Board and the USB CEO.
5. The Undersigned agrees that he/she will take reasonable measures to maintain the confidentiality of the Confidential Information.
6. The Undersigned will immediately give notice to the Board of any unauthorized use or disclosure of the Confidential Information by contacting the chairman of the Board and the USB CEO in writing.
7. The Undersigned agrees to assist the Board in remedying any unauthorized use or disclosure of the Confidential Information.

8. The Undersigned acknowledges and agrees that the Board shall suffer irreparable harm if the Undersigned breaches any of his/her obligations under this Agreement and that monetary damages shall be inadequate to compensate the Board for such breach. Accordingly, the Undersigned acknowledges that the Board, in addition to, and not in limitation of, any other remedies or damages that it may have at law or in equity, shall be entitled to a temporary restraining order, preliminary injunction and permanent injunction to prevent or to restrain any such breach.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of _____ without regard to conflict of laws principles. All disputes pertaining to this Agreement shall be decided by a state or federal court located in the State of _____, and the Undersigned consents to personal jurisdiction in such courts.

10. If a court of competent jurisdiction shall declare any part of the Agreement invalid or unenforceable, it shall not affect the validity of the balance of the Agreement.

11. This Agreement constitutes the complete understanding of the parties with respect to the subject matter addressed herein and supersedes any prior agreements, whether written or oral. This Agreement may only be amended, supplemented, or otherwise modified by means of a written instrument signed by the Undersigned, the chairman of the Board and the USB CEO.

Signed: _____

Print Name: _____

ND: 4834-4240-2565, Ver 1

CONFLICT OF INTEREST DISCLOSURE STATEMENT

UNITED SOYBEAN BOARD

I, _____, a member of the United Soybean Board (the Board), have received, read and understood the Board's Conflict of Interest and Gift Policy.

_____ To the best of my knowledge, I do not have any relationship with any organization/person that is transacting, has transacted or may transact business with the Board.

_____ To the best of my knowledge, I have a relationship with organizations/persons that may give rise to a conflict of interest. Please identify below the organizations/persons, the nature of the relationship and the nature of the transaction. Attach additional sheets if necessary.

Please list all gifts valued at more than \$50 that you have received in the past year from organizations/persons who have transacted, are transacting or may transact business with the Board. Attach additional sheets if necessary.

Please identify all travel-related benefits that you have received in the past year from organizations/persons who have transacted, are transacting, or may transact business with the Board. Attach additional sheets if necessary.

I understand that if a conflict of interest does arise after this disclosure, I will report it to one of the Board officers immediately.

Date _____

Board Member's Signature

Printed Name

USB Guidelines for Primary Contractor's Responsibility for Subcontractor Compliance with USB Conflicts of Interest Policy

Purpose

USB Policy requires an annual Conflict of Interest Disclosure Statement completed by employees, contractors and subcontractors. It is the responsibility of USB's Primary Contractors to maintain all completed employee and subcontractor conflict of interest disclosure statements engaged in USB business on an annual basis. Primary Contractors will provide completed Conflict of Interest Disclosure Statements to USB upon request and will include a Conflict of Interest provision in each Primary Contractor and subcontractor agreement.

Guidelines

1. **Responsible Person**- Each Subcontractor must appoint one person to act as the responsible person to ensure compliance with the USB Conflicts of Interest Policy. This person must either be the person authorized to sign the Agreement or the principle investigator. The responsible person is responsible for:
 - a. Making reasonable efforts to identify conflicts of interest.
 - b. Completing the USB Conflicts of Interest Form.
 - c. Delivering a copy of the USB Conflicts of Interest Form to the USB Primary Contractor.
2. **Number of Forms**- Each Subcontractor is only required to complete one form for the entire institution. This form should contain any information collected from that institution.
3. **Actual Knowledge Only**- Each Subcontractor is only required to disclose any conflicts of interest that the responsible person has actual knowledge of at the time the USB Conflicts of Interest Form is completed.
4. **Optional Investigation**- While USB appreciates any effort by a Subcontractor to seek out potential conflicts of interest, USB does not expect the Subcontractor to perform any investigation of potential conflicts of interest before completing the USB Conflicts of Interest form.
5. **No Conflict Discovered**- If the responsible person determines that there is no conflict of interest, the responsible person is not required to submit a completed form to the USB Primary Contractor.
6. **Updates and Corrections**- In the event that a Subcontractor becomes aware of a conflict of interest after the submission of the USB Conflicts of Interest Form, the Subcontractor is requested to contact the Primary Contractor to disclose this information.

UNITED SOYBEAN BOARD

SUBCONTRACTOR CONFLICT OF INTEREST DISCLOSURE STATEMENT

I, _____, a representative of a subcontractor of the United Soybean Board (the Board), have received, read and understand the Board's Conflict of Interest and Gift Policy.

_____ To the best of my knowledge, the subcontractor does not have a relationship with organizations/persons, who also have a relationship with the Board, that may give rise to a conflict of interest.

_____ To the best of my knowledge, the subcontractor has a relationship with organizations/persons that may give rise to a conflict of interest. Please identify below the organization/person, the nature of the relationship and the nature of the transaction. Attach additional sheets if necessary.

Please list all gifts valued at more than \$50 that any person at the subcontractor has received in the past year from organizations/persons who have transacted, are transacting, or may transact business with the Board. Attach additional sheets if necessary.

Please identify all travel-related benefits that any person at the subcontractor has received in the past year from organization/persons who have transacted, are transacting, or may transact business with the Board. Attach additional sheets if necessary.

I understand that if a conflict of interest does arise after this disclosure, that I will immediately report it to the USB Executive Director or CEO.

Subcontractor's Representative's Signature

Date: _____

Printed Name

Company Name

Contractor Agreement Template

AGREEMENT

between

United Soybean Board

and

THIS AGREEMENT (the “Agreement”) is made and entered into between the United Soybean Board, Suite 150, 16305 Swingley Ridge Road, Chesterfield, MO 63017-0006 (“USB”) and (insert name and address) (“Contractor”).

WHEREAS, USB is a national organization created pursuant to the Soybean Promotion, Research and Consumer Information Act (7 U.S.C. 6301-6311) (the “Act”) and the Soybean Promotion and Research Order (7 CFR Part 1220) (the “Order”) to implement a program of promotion, research, consumer information and industry information designed to strengthen the soybean industry’s position in the marketplace, to maintain and expand existing domestic and foreign markets and uses for soybeans and soybean products, and to develop new markets and uses for soybeans and soybean products; and

WHEREAS, both parties desire to enter into this Agreement to provide the services described for USB herein in exchange for the compensation described herein.

NOW, THEREFORE, in consideration of the premises and the mutual agreements contained herein, the parties agree as follows:

SECTION 1 SERVICES & COMPENSATION

1.1 Purpose. USB enters into this Agreement with Contractor for the purpose of Contractor performing services related to the project approved by the U.S. Department of Agriculture (“USDA”) (the “Project”) listed below.

<i>USB Project #</i>	<i>Project Description/Title</i>	<i>Total Project Budget</i>	<i>Contractor Project</i>	<i>Project End Date</i>
		\$	\$	\$
		\$	\$	\$

1.2 Services. Contractor agrees to provide services as described in **Attachment A** for the Project at the rates and according to the schedules set forth in **Attachment A**, which is hereby incorporated by reference into this Agreement.

1.3 Compensation.

(a) Fees. In consideration for the services rendered by Contractor pursuant to this Agreement, USB agrees to pay Contractor professional fees (“Fees”) as set forth in **Attachment A**, with the total amount of Fees to be paid to Contractor pursuant to this Agreement not to exceed \$_____.

(b) Reimbursable Expenses. In addition to Fees described in Section 1.3(a) above, USB shall reimburse Contractor for reasonable, ordinary and necessary out-of-pocket expenses (“Reimbursable Expenses”) incurred by Contractor in the performance of services pursuant to this Agreement for Contractor travel (as governed by the policies set forth in **Attachment B**, which is hereby incorporated by reference into this Agreement), meeting costs, postage, telephone, fax, printing and subcontractor services. USB shall reimburse Contractor for Reimbursable Expenses only to the extent they are permitted by the Act, Order, and this Agreement, including the provisions set forth in **Attachment A** and **Attachment B**. The total amount of Reimbursable Expenses paid to Contractor by USB pursuant to this Agreement shall not exceed \$_____.

(c) Total Costs. The total amount of Fees and Reimbursable Expenses paid to Contractor by USB pursuant to this Agreement shall not exceed \$_____.

(d) USB Oversight. The parties agree that USB shall oversee the performance of Contractor and conduct audits of Contractor pursuant to the terms of this Agreement to ensure proper implementation of Project and expenditure of funds provided under the Act and Order.

1.4 Terms of Payment. Contractor must submit an invoice for Fees and Reimbursable Expenses related to the conduct of the Project:

- (a) monthly,
- (b) detailing services performed and hours incurred,
- (c) itemizing all Reimbursable Expenses per **Attachment B**,
- (d) again after delivery of final report, and
- (e) with final invoice to USB due no later than by November 15, 2011. USB is not liable for any Fees or Reimbursable Expenses past November 15, 2011.

Contractor must keep dated time sheets describing the services provided and the hours worked. At USB's request, Contractor must provide USB with time sheets and any documentation necessary to verify Reimbursable Expenses.

1.5 Term and Effective Date. The parties agree that this Agreement shall become effective only upon the approval of this Agreement by the Secretary of USDA (the "Secretary"). The Secretary's approval will be attached to, and become incorporated by reference in, this Agreement. USB will not pay Contractor prior to receiving the Secretary's approval and will not be obligated to pay Contractor if the Secretary does not approve this Agreement. All services performed by Contractor prior to the approval by the Secretary are performed at the sole risk of Contractor. The Agreement shall continue in force until September 30, 2012, or until terminated pursuant to Section 2.5 or modified/extended pursuant to Section 3.5.

1.6 Contacts. Reports and communication regarding this Agreement should be directed to the USB Program Manager and the Contractor contact(s) listed below.

USB Program Manager: Shelly Reinagel
[sreinagel@unitedsoybean.org]

Contractor contact:

1.7 Reports. Contractor shall furnish USB a draft report for distribution by _____ and the final report as described in **Attachment A** by _____.

SECTION 2 TERMS & CONDITIONS

2.1 Confidentiality.

(a) Except as required to perform services under this Agreement, Contractor may not disclose to any third party any materials or information learned from or provided by USB ("Confidential Information") without USB's consent. Contractor may use Confidential Information only for the purposes authorized by Agreement or USB. If Contractor must disclose Confidential Information under a judicial, administrative or governmental order or requirement, Contractor must promptly:

- (1) notify USB,
- (2) inform the court, government body or administrative agency that the information or materials are confidential, and

(3) take any steps necessary to preserve its confidentiality, including asserting any applicable privilege or defense.

(b) Confidential Information does not include materials or information that

Contractor:

(1) knows lawfully prior to disclosure by USB,

(2) develops independently,

(3) learns from publicly available sources, or

(4) obtains lawfully from a third party.

(c) Any breach of this section will constitute irreparable harm to USB which will be entitled to injunctive relief, in addition to any other remedies it may have at law or in equity.

2.2 Maintenance of Records.

(a) Contractor shall provide to USB, upon request, a report of its activities pertaining to this Agreement.

(b) Contractor shall keep accurate records of the services provided and funds received and expended under this Agreement and retain the records, books, documents, and papers involving transactions related to Agreement and shall retain such records for a period of five years beyond the fiscal period of their applicability. These records shall be subject to inspection and audit by designated representatives of the Secretary or by designated representatives of USB during regular business hours by appointment and upon reasonable notice. If prior to the end of the five-year period, any audit or proceeding begins for which the records might reasonably be required, Contractor must keep the records until all issues are resolved.

(c) Contractor agrees to include in all of its subcontracts issued on behalf of USB a provision to the effect that the Subcontractor agrees that USB, the Secretary or any of the Secretary's duly authorized representatives shall, until the expiration of five years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers and records of such Subcontractor involving transactions related to the subcontract. The term "subcontract" as used in this clause excludes (1) purchase orders not exceeding \$2,500 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

2.3 Indemnification.

(a) Contractor agrees to indemnify and hold USB and its officers, agents and employees, the Secretary and the Secretary’s officers, agents and employees, for any losses, claims or damages, expenses or liabilities, including reasonable attorney’s fees (collectively, “Losses”), resulting from all claims, proceedings, investigations or actions (collectively, “Claims”) arising out of or in connection with this Agreement and the services rendered by Contractor. This indemnification obligation shall survive the expiration or termination of this Agreement.

(b) USB agrees to indemnify Contractor from and hold it harmless against all Losses from Claims arising out of or in connection with USB-supplied products or materials, or representations concerning USB or its services or products, to the extent furnished or prepared by or at USB’s request for use by Contractor (except to the extent that such products, materials or representations have been altered by Contractor without USB’s knowledge or permission). This indemnification obligation shall survive the expiration or termination of this Agreement.

2.4 Ownership, Releases & Consents. All materials, records and reports created for USB with USB funds under this Agreement shall be owned by USB. USB shall have the right to use, distribute or disseminate, in any manner, materials produced pursuant to this Agreement. Contractor shall distribute materials produced pursuant to this Agreement only as directed by USB. Contractor must secure all necessary rights before using a third party’s proprietary materials to perform services under Agreement. Nevertheless, USB acknowledges and agrees that any advice, recommendations, information or work product provided to USB by Contractor in connection with Agreement is for the sole use of USB and may not be relied upon by any third party.

2.5 Termination. Notwithstanding anything herein contained to the contrary, this Agreement may be terminated by either party hereto, or the Secretary, upon written notice given not less than thirty (30) days prior to any such termination. Notice shall be deemed given when actually received by the other party and acknowledged by return receipt mail. In the event of termination of Agreement, pursuant to the provisions of this paragraph, the Contractor shall be entitled to compensation as provided for under Section I of Agreement for services rendered with such compensation being computed up to and including the date of termination. Regardless of the initiator of the termination, USB reserves the right to determine the completion of work in progress. For work done after the date of termination, compensation will be negotiated by the parties. Upon termination and when all invoices of the Contractor have been approved for payment by USB and paid, the Contractor shall deliver to USB all materials in its possession that belong to USB, and USB agrees to assume the liability of Contractor under all outstanding agreements approved by USB and entered in by Contractor pursuant to the Project.

2.6 Failure to Perform. USB may terminate this Agreement and be relieved of the payment of any consideration to Contractor should the Contractor fail to perform the covenants and agreements herein contained. In the event of such termination, USB may proceed with the work in any manner deemed proper by USB, and Contractor shall be paid any amounts due or owing in accordance with Agreement at the time of said termination.

2.7 Prior Approval.

(a) Contractor agrees that materials or information developed and released for distribution and/or publication pursuant to this Agreement must be approved by USB prior to release. Such materials or information shall be submitted to USB, whenever possible, at least one week prior to the date such materials or information are to be released.

(b) USB shall not be obligated to pay Contractor for staff time, direct expenses or third-party expenses connected with attendance of Contractor staff or its subcontractors at USB board or committee meetings unless USB has approved attendance prior to event. Contractor shall submit to USB a roster of proposed staff attendants, where practicable, at least two weeks in advance of a meeting, and the Contract Manager shall promptly notify Contractor of approval or disapproval of each proposed attendee.

2.8 Change of Plan.

(a) USB reserves the right to modify, reject, cancel or stop any and all plans, schedules or work in progress, and in such event, Contractor shall immediately take proper steps to carry out USB's instructions. Modifications, rejections, cancellations or instructions to stop activity shall be confirmed in writing by USB to the Contractor within twenty-four (24) hours.

(b) If, prior to receipt of such written notice, Contractor has entered into any firm and non-cancelable authorized commitments on behalf of USB, in accordance with this Agreement, USB shall be responsible for all such commitments and shall hold Contractor harmless for any losses, claims, expenses and liabilities, including reasonable attorney's fees, resulting from these commitments.

(c) Nothing in Section 2.8 supersedes the termination clause in Section 2.5.

SECTION 3 MISCELLANEOUS PROVISIONS

3.1 Relationship of Parties. Contractor and any agents or employees of Contractor in the performance of Agreement shall act in an independent capacity and not as officers,

employees or agents of USB, Secretary, or United States Government, or any department, bureau, commission, officer or employee thereof.

3.2 Waivers. If a party directly or indirectly waives any provision of this Agreement or any breach by the other party, the party's waiver is not a continuing waiver of the provision or a waiver of any other provision or breach.

3.3 Influencing Governmental Policy & Improper Benefit. Contractor may not use any funds advanced or paid by USB in any manner to influence governmental policy or action. No member of or delegate to Congress may be admitted to any share or part of this contract or to any benefit to arise therefrom, unless it is with a corporation for its general benefit. Contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by Contractor for the purpose of securing business. For breach or violation of this warranty, USB shall have the right to annul this Agreement with liability or in its discretion to deduct from Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

3.4 Compliance:

(a) Contractor must comply, and must cause its subcontractors to comply, with all applicable federal, state and local statutes, rules and regulations. Contractor represents and warrants Contractor's performance under this Agreement will not subject USB to any federal, state or local statutes, rules or regulations that do not currently apply to USB.

(b) Contractor agrees that during the performance of this Agreement it shall not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, age or disability. Contractor agrees that it will fully comply during the term of this Agreement with any and all applicable Federal, State and local equal employment opportunity statutes, ordinances and regulations, including, without limitation, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990 and the Equal Pay Act of 1963. Nothing in this section shall require Contractor to comply with or become liable under any statute, ordinance, regulation or rule that does not otherwise apply to Contractor.

3.5 Modification/Extension. This Agreement may be modified or extended only by a written mutual agreement signed by both parties and approved by the Secretary. The parties may not waive this requirement by oral agreement.

3.6 Governing Law. Missouri law governs this Agreement without regard to conflict of law principles. Contractor consents and submits to the personal jurisdiction of any Federal or State court in Missouri and agrees to accept service by mail.

3.7 Entire Agreement. This Agreement includes the final integration of all terms, conditions and agreements of the parties with respect to the subject matter of this Agreement. Any prior versions of this Agreement and any other papers or documents discussing invoicing, billing, reconciliation, or other aspect of this Agreement that are not expressly referenced and incorporated by reference herein are hereby deemed by all parties to have been rejected as a basis for construing, interpreting or modifying this Agreement. To the extent that any term in the body of this Agreement and any term in **Attachment A** conflict, the term set forth in the body of this Agreement shall control.

3.8 Notices. The parties may deliver notices required by this Agreement personally, by email, facsimile, overnight courier or first-class mail to the addresses set forth above or to another address a party designates in writing. Notice will be considered received

- (a) on the date delivered or sent by email or facsimile (with confirmation),
- (b) one day after being sent by overnight carrier,
- (c) five days after being sent by first-class mail, or
- (d) as of the date indicated on the return receipt if sent by certified mail, return receipt requested.

3.9 Counterparts. This Agreement may be executed in two or more counterparts, each of which will be original and all of which together will be one and the same instrument.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the United Soybean Board and Contractor have caused this Agreement to be executed in their respective names by the officers thereunto duly authorized as of the later of the two dates written below.

UNITED SOYBEAN BOARD (USB)

By: _____

USB Chairman

Date: _____

INC (CONTRACTOR)

By: _____

Its: _____

Date: _____

Attachment A: Project Description

Attachment B: Travel Policy

Attachment A

Attachment B

TRAVEL POLICY

It must be established that there is a checkoff-related purpose for the travel. It must be related to a project, that has been approved by the Directors and USDA, that includes a budget for travel or that must be pre-approved by USB or the appropriate Program Manager. If it involves travel to a state association or industry meeting, the specific purpose of the trip and the checkoff-related activity that will be conducted must be clearly identified. All personnel will fly as noted in the Air Travel section below.

For contractors, a daily limit of \$120 (one hundred twenty dollars) shall be placed on personal out-of-town meal costs and tips unless otherwise approved by the Treasurer. If a meal is purchased as a group, then the per capita cost of that meal shall be charged against each individual's \$120 (one hundred twenty dollars) daily limit. The traveler shall submit itemized receipts for any expenses in excess of \$25 (twenty-five dollars).

Expenses will be reimbursed from the time an individual departs from home or office until the individual returns, assuming direct travel to and from the destination. If the trip is combined with other travel, costs are to be prorated based on time spent on Board projects. Itemized receipts are required for all commercial travel, lodging, meals, transportation and any individual expenses in excess of \$25 (twenty-five dollars). Credit card statements are not acceptable.

Guidelines for reimbursement of travel expenses are as follows:

- **Air Travel:** Domestic travel will be at the round-trip “coach” rate for the most economical fare available, reserved at least seven (7) days in advance. International travel will be purchased at least fourteen (14) days in advance of the flight. (Exceptions must be approved by the USB in advance of the trip.) A receipt for the ticket when individually paid should be attached to the voucher when requesting reimbursement. When flying to meetings, mileage will be reimbursed to and from the most economical commercial airport.
 - On nonrefundable airline tickets, if an emergency arises that keeps a contractor from using the ticket, USB may pay the cost of the nonrefundable ticket subject to the approval of the USB Treasurer.
 - Business class is permitted for *international* flights in excess of eight (8) hours (scheduled travel time); up to two (2) hours of a layover period may be included in the calculation.
 - Cost justification of business class, with qualifying documented flight time, must be submitted with final project report, trip report or expense reimbursement form.
- **Auto:** The current Federal reimbursement mileage rate should be used. Round-trip mileage reimbursement will be limited to the most direct route to and from a USB function. When flying to meetings, mileage will be reimbursed to and from the most economical commercial airport. If electing to travel by car, total reimbursement for mileage, meals and lodging shall not exceed two (2) days' travel each way (one (1) night out each way) unless prior approval is given by USB.
- **Lodging:** Reimbursement of lodging expenses should be reasonable and should be at rates comparable to a standard, single-occupancy room at a national business-class hotel. If at a USB function, reimbursement is limited to the hotel's authorized group room rate for one (1)

individual. Lodging receipt(s) must be attached to the voucher when individually paid and requesting reimbursement.

- Meals: Actual food and beverage expenses will be reimbursed up to a maximum of \$120 (one hundred twenty dollars) per day, including tips. Where meals are provided at a USB function, a prorated amount per day is available. The recommended allocation of the daily meal limit is as follows:
 - Breakfast and lunch should each account for one-quarter (1/4) of the daily limit.
 - Dinner should account for one-half (1/2) of the daily limit.
 - For instance, if USB provides breakfast and lunch one-half (1/2) of the \$120 (one hundred twenty dollars) or \$60 (sixty dollars) is available.
- Personal Expenses: No expenses of a personal nature will be approved, i.e., movies, liquor, tobacco, magazines, books, laundry (unless traveler is continually traveling for more than five (5) days or is requested by USB to stay over longer than originally intended), etc.
- Mileage: IRS official rate.
- Telephone: USB will only cover business calls. Detailed billing statements should be provided. One (1) personal call home daily, if reasonable, is allowed.

Primary contractor spousal/companion travel or any other contractor spousal/companion costs will not be reimbursed by USB. Travel time will not be billed. USB is entitled to request a written trip report describing trip purpose and accomplishments for any travel.

Attachment C

Contracting Guidelines and Contractor Services Budget Handbook

The Contracting Guidelines and Contractor Services Budget Handbook is available upon request by contacting the USB Office.

Exemption from Federal Income Tax

April 20, 1993

Department of the Treasury
Internal Revenue Service
Washington, D.C. 20224

Mr. M. Bradley Flynn
Office of the General Counsel
United States Department of Agriculture
Room 2014-South Building
Washington, D.C. 20250-1400

Dear Mr. Flynn:

This is in reply to your letter dated March 11, 1993, requesting a ruling that the United Soybean Board (Board) is exempt from federal income taxation.

The board is established pursuant to specific statutory authorization vested in the Secretary of Agriculture. Soybean producers nominate members to the Board. The Secretary may reject any nomination submitted and require the submission of new nominations. The Board's budget must be approved by the Secretary and the Board must maintain records for the Secretary's inspection. No funds of the Board may be invested without the approval of the Secretary. The Secretary has the discretion to terminate the orders establishing the Board.

Revenue Ruling 87-2, 1987-1 Cumulative Bulletin 18, holds that a trust fund created by a state supreme court to hold amounts advanced to lawyers in the state by their clients is an integral part of the state and not subject to income tax. In arriving at this holding, the ruling reasons that the state court's creation of the fund and its ability to select and remove the funds governing body, to control the fund's investments and expenditures, to monitor the fund's daily operation, and to abolish the fund indicate that the fund is not an independent entity, but rather is an integral part of the state.

The Board is similar to the trust fund in Rev. Rule. 87-2 and therefore is an integral part of the Department of Agriculture. Accordingly, the Board is not subject to federal income taxation.

If you require further information or have any questions concerning this matter, please call Ms. Carol Schultze at (202) 622-3960.

Sincerely yours,

Assistant Chief Counsel
(Financial Institutions & products)

By: William E. Blanchard
Senior Technician Reviewer, Branch 3

USDA Guidelines for AMS Oversight of Commodity Research and Promotion Programs

The USDA Guidelines for AMS Oversight of Commodity Research and Promotion Programs is indicated below:

http://www.pork.org/filelibrary/AboutUs/Final_Version_2010-11-04_RP_Oversight_Guidelines.pdf

USB LONG-RANGE STRATEGIC PLAN

The USB Long-Range Strategic Plan is indicated below:

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