

March 16, 2012

Battelle Proposal/Agreement No.: OPP106565

Elizabeth Dombek
Associate Director for Finance and Administration
Agricultural Experiment Station/CAFLS Business Office
AFLS 212
University of Arkansas
Fayetteville, AR 72701

Dear Ms. Dombek:

Per discussions with the Southern Association of Agricultural Experiment Station Directors and the Association of Southern Region Extension Directors, Battelle Memorial Institute through its Columbus Operations (Battelle) is pleased to submit for your consideration the enclosed proposal entitled *Analysis of the Importance and Value of Southern Agricultural Experiment Stations and Extension Services*. The purpose of the analysis is to outline the tremendous economic opportunities associated with agbioscience-based development, the crucially important role that both extension and experiment stations play and will play in realizing these opportunities, and why the Southern region of the U.S. is a unique environment for agbioscience R&D and collaborative multi-state initiatives. Battelle is uniquely positioned to conduct this project having extensive experience in performing economic impact analysis projects, in addition to having conducted a similar study for the North Central region.

The fixed price for conducting this assessment, as proposed in its entirety herein, is \$133,931, inclusive of Battelle labor and travel expenses. We anticipate being able to complete this project within eight (8) months of commencement. Assuming timely authorization, Battelle is suggesting that this project begin April 1, 2012 and conclude November 30, 2012. Battelle will submit three (3) invoices during the course of the contract, invoicing one-third of the contract cost (\$44,643.66) upon completion of Task 2, Task 4 and Task 6.

This proposal is valid for sixty (60) days from the date of this letter and subject to the assumptions and conditions contained within Attachment B. Battelle's proposal shall be incorporated into any resulting contract. Battelle reserves the right to negotiate the terms and conditions and the wording of the Statement of Work in any agreement resulting from this proposal.

Please contact Deborah Cummings by telephone at (614) 424-5848 with any technical questions you may have. Contractual questions should be addressed to the undersigned at (614) 424-7438, or via e-mail at mccarthyd@battelle.org. We look forward to working with you.

Sincerely,

Donald J. McCarthy
Contracting Officer

Enclosures

Cc: Clarence Watson, University of Arkansas
Eric Young, Southern Association of Agricultural Experiment Station Directors
Ronald Brown, Association of Southern Region Extension Directors

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Analysis of the Importance and Value of Southern Agricultural Experiment Stations and Extension Services

Submitted to:

University of Arkansas

Submitted by:

Battelle Memorial Institute,
Corporate Operations
505 King Avenue
Columbus, OH 43201

March 16, 2012

Battelle

The Business of Innovation

This proposal contains the proprietary and confidential information of Battelle and is exempt from disclosure under the Freedom of Information Act. Battelle's proposal shall not be disclosed to representative's of University of Arkansas or the Government who are not directly involved in this solicitation. Battelle's proposal is submitted for evaluation purposes only and shall not be disclosed outside University of Arkansas or the Government nor any information herein used or duplicated for other any purpose. The data subject to this restriction are contained in all marked sheets of this proposal.

Attachment A

Technical Proposal

Attachment B

Contractual

Battelle's proposal is predicated on the following provisions which are incorporated into Battelle's proposal as if fully set forth therein:

Battelle takes exception to subcontract general provisions which include, without limitation: warranties or guarantees; indemnifications (including without limitation Patent and Copyright Infringement indemnification), contingent payment; set-off; intellectual property clauses in conflict with Battelle's rights to maintain intellectual property used in the performance of this contract; limitations of future contracting; and clauses stating time-is-of-the-essence.

Subcontract award shall constitute approval of lower-tier subcontractors, if any, included in Battelle's proposal.

Neither party shall be liable to the other for special, indirect or consequential damages. Battelle makes no warranty or guarantee, express or implied, including, without limitation, warranties of fitness for a particular purpose or merchantability, for any report, design, item, service, or other result to be delivered under this agreement.

Battelle does not endorse products or services. Therefore, client agrees that it will not use or imply Battelle's name, logo, reports or other identifying characteristics for advertising, promotional purposes, raising of capital, recommending investments, or in any way that implies endorsement by Battelle without the prior written approval of an officer of Battelle.

Battelle is an independent contractor and Prime acknowledges that Battelle is a service provider, not a manufacturer or supplier. Prime retains all final decision making authority and all responsibility for the formulation, design, manufacture, assembly, packaging, marketing, and sale of Prime's products, including, without limitation, product labeling, warnings, instructions to users, and for obtaining any governmental or other pre- or postmarked approvals, certifications, registrations, licenses, or permits.