

ARS – ERS – NASS

GENERAL TERMS AND CONDITIONS

The following terms and conditions are applicable to ARS, ERS, and NASS agreements as identified below, unless otherwise indicated in the individual agreement.

Non-Assistance Cooperative Agreement – 7 CFR 550 *and*:

- # Foreign Translation Certification Required. Any translation of this agreement must be reviewed and certified for equivalence by a USDA approved translator before signature is permissible. Certification must confirm that the translation is an accurate, valid translation of the English source text and that there are no omissions. [This clause is only added for foreign agreements.]
- # This Agreement does not replace the need for technology transfer, data transfer, confidentiality, and/or real property documents that may be required by the Agency and/or Cooperator as per regulatory requirements.
- # This Agreement does not authorize materials to be transferred. In the event that materials are required to be transferred, a Material Transfer Agreement must be fully executed prior to any materials being transferred between the parties.
- # Trafficking in persons.
 - a. *Provisions applicable to a recipient that is a private entity.*
 - i. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not:
 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect,
 2. Procure a commercial sex act during the period of time that the award is in effect; or
 3. Use forced labor in the performance of the award or subawards under the award.
 - ii. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:
 1. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either –
 - a. Associated with performance under this award; or
 - b. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at [agency must insert reference here to its regulatory implementation of the OMB guidelines in 2 CFR part 180 (e.g., "2 CFR part XX")].
 - b. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:
 - i. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 - or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either –
 1. Associated with performance under this award; or
 2. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to

ARS – ERS – NASS

GENERAL TERMS AND CONDITIONS

Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at [agency must insert reference here to its regulatory implementation of the OMB guidelines in 2 CFR part 180 (e.g., “2 CFR part XX”)].

c. *Provisions applicable to any recipient.*

i. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

ii. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

2. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. *Definitions.* For purposes of this award term:

i. “Employee” means either: 1. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or 2. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

ii. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

iii. “Private entity”: 1. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

2. Includes: a. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b). b. A for-profit organization.

iv. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

- # Scientific Integrity. The USDA Department-wide scientific integrity policy is located in Departmental Regulation (DR) 1074-001. All contractors, cooperators, partners, permittees, lessees, grantees, and volunteers, who engage or assist in the activities identified in Section 3a(2)(a) through (c) on behalf of USDA, are expected to uphold the established principles of scientific integrity described in the DR. Any express requirements will be set forth in the agreement statement of work, as applicable. Research institutions that receive allegations of research misconduct involving USDA-funded extramural research should refer to Title 2 of the Code of Federal Regulations (CFR) Part 422 (Refer to REE-26 Organization Information, Representations, Assurances & Certifications, C. Assurances, #11).
- # Public Access. All investigators funded by ARS/ERS/NASS awards must publish their major findings, make data resulting from research, education, and/or extension projects publicly available according to and comply with USDA’s Public access to Scholarly Publications and Digital Scientific Research Data (Departmental Regulation 1020-006, July 2020).
- a. The Research Performance Progress Report (RPPR), mandatory reporting category, Accomplishments, “how have the results been disseminated to communities of interest”

ARS – ERS – NASS

GENERAL TERMS AND CONDITIONS

- must include information addressing the sharing of publications, including published data.
- b. Final peer-reviewed, accepted manuscripts must be made freely accessible to the public through the USDA public access repository – PubAg <https://submit.nal.usda.gov/> – within 12 months of the date on which the publisher makes the article available online.
 - c. Published datasets must also be made freely accessible to the public through the USDA public access data catalog -- Ag Data Commons – within 12 months of the publication date of the associated scholarly publication.
 - d. All scholarly publications and datasets must receive digital persistent identifiers (such as DOI's), and all authors of ARS/ERS/NASS -funded scholarly publications and public datasets must use or link them to individual digital persistent identifiers (such as ORCID iD's).
- # Geospatial Data. All data collected will meet the requirements of the Geospatial Data Act of 2018 (U.S. Code, Title 43 – Public Lands, Chapter 46: GEOSPATIAL DATA) where applicable. This will always include the use of all relevant metadata standards, use of standard data formats, and a description of quantitative measures of uncertainty and sources of uncertainty associated with the data. Additionally, the data must meet any additional requirements specified within the specified agreement statement of work to ensure the data are useful to support USDA's mission. Refer to REE-26 Organization Information, Representations, Assurances & Certifications, C. Assurances, #47. Application of the Geospatial Data Act of 2018 toward the dissemination of research related results will be in accordance with DR 1020-006.

Cooperative Agreement and Grant Agreement - 2 CFR 200 as adopted by USDA at 2 CFR 400, *and*:

- # Non-Federal entity employees, while engaged in work at a REE facility, will abide by the Agency's standard operating procedures with regard to the maintenance of laboratory notebooks, dissemination of information, equipment operation standards, facility access, hours of work, Federal agency required training, and the Rules and Regulations Governing Conduct on Federal Property (41 CFR Part 102-74, Subpart C). Non-Federal employees will also undergo any background investigations/clearances and submit to any health monitoring medical surveillance requirements associated with the REE facility where they will work.
- # Technical/performance reporting requirements. The performance report must follow the format of the government-wide Research Performance Progress Report (RPPR) and must include the information described in 2 CFR §200.329(c)(2)(i-iii). The final technical report covers the entire period of performance of the Federal award and must describe progress made during the entire timeframe of the project.
- # Foreign Translation Certification Required. Any translation of this agreement must be reviewed and certified for equivalence by a USDA approved translator before signature is permissible. Certification must confirm that the translation is an accurate, valid translation of the English source text and that there are no omissions. [This clause is only added for foreign agreements.]
- # This Agreement does not replace the need for technology transfer, data transfer, confidentiality, and/or real property documents that may be required by the Agency and/or Cooperator as per regulatory requirements.

ARS – ERS – NASS

GENERAL TERMS AND CONDITIONS

- # This Agreement does not authorize materials to be transferred. In the event that materials are required to be transferred, a Material Transfer Agreement must be fully executed prior to any materials being transferred between the parties.
- # Trafficking in persons.
 - a. *Provisions applicable to a recipient that is a private entity.*
 - i. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not:
 - 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect,
 - 2. Procure a commercial sex act during the period of time that the award is in effect; or
 - 3. Use forced labor in the performance of the award or subawards under the award.
 - ii. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:
 - 1. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either –
 - a. Associated with performance under this award; or
 - b. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at [agency must insert reference here to its regulatory implementation of the OMB guidelines in 2 CFR part 180 (e.g., "2 CFR part XX")].
 - b. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:
 - i. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 - or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either –
 - 1. Associated with performance under this award; or
 - 2. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at [agency must insert reference here to its regulatory implementation of the OMB guidelines in 2 CFR part 180 (e.g., "2 CFR part XX")].
 - c. *Provisions applicable to any recipient.*
 - i. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 - ii. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - 2. Is in addition to all other remedies for noncompliance that are available to us under this award.

ARS – ERS – NASS

GENERAL TERMS AND CONDITIONS

3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. *Definitions.* For purposes of this award term:

i. “Employee” means either: 1. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or 2. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

ii. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

iii. “Private entity”: 1. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

2. Includes: a. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b). b. A for-profit organization.

iv. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

- # Scientific Integrity. The USDA Department-wide scientific integrity policy is located in Departmental Regulation (DR) 1074-001. All contractors, cooperators, partners, permittees, lessees, grantees, and volunteers, who engage or assist in the activities identified in Section 3a(2)(a) through (c) on behalf of USDA, are expected to uphold the established principles of scientific integrity described in the DR. Any express requirements will be set forth in the agreement statement of work, as applicable. Research institutions that receive allegations of research misconduct involving USDA-funded extramural research should refer to Title 2 of the Code of Federal Regulations (CFR) Part 422 (Refer to REE-26 Organization Information, Representations, Assurances & Certifications, C. Assurances, #11).
- # Geospatial Data. All data collected will meet the requirements of the Geospatial Data Act of 2018 (U.S. Code, Title 43 – Public Lands, Chapter 46: GEOSPATIAL DATA) where applicable. This will always include the use of all relevant metadata standards, use of standard data formats, and a description of quantitative measures of uncertainty and sources of uncertainty associated with the data. Additionally, the data must meet any additional requirements specified within the specified agreement statement of work to ensure the data are useful to support USDA’s mission. Refer to REE-26 Organization Information, Representations, Assurances & Certifications, C. Assurances, #47. Application of the Geospatial Data Act of 2018 toward the dissemination of research related results will be in accordance with DR 1020-006.
- # Public Access. All investigators funded by ARS/ERS/NASS awards must publish their major findings, make data resulting from research, education, and/or extension projects publicly available according to and comply with USDA’s Public access to Scholarly Publications and Digital Scientific Research Data (Departmental Regulation 1020-006, July 2020).
 - a. The Research Performance Progress Report (RPPR), mandatory reporting category, Accomplishments, “how have the results been disseminated to communities of interest” must include information addressing the sharing of publications, including published data.

ARS – ERS – NASS

GENERAL TERMS AND CONDITIONS

- b. Final peer-reviewed, accepted manuscripts must be made freely accessible to the public through the USDA public access repository – PubAg <https://submit.nal.usda.gov/>– within 12 months of the date on which the publisher makes the article available online.
- c. Published datasets must also be made freely accessible to the public through the USDA public access data catalog -- Ag Data Commons – within 12 months of the publication date of the associated scholarly publication.
- d. All scholarly publications and datasets must receive digital persistent identifiers (such as DOI's), and all authors of ARS/ERS/NASS -funded scholarly publications and public datasets must use or link them to individual digital persistent identifiers (such as ORCID iD's).

Non-Funded Cooperative Agreement – 7 CFR 550 *and*:

- # This agreement defines the parties' planned cooperative research of mutual interest and does not obligate or transfer any federal funds. Each party will handle and expend its own funds. Any and all expenditures from Federal funds made by the Agency in conformity with the plans outlined in this agreement must be in accordance with Department and Agency regulations and policies, and in each instance, based upon appropriate fiscal documents, such as a lease, contract, etc.
The responsibilities assumed by the cooperative parties are contingent upon the availability of funds from which the expenditures may be legally made.
- # Foreign Translation Certification Required. Any translation of this agreement must be reviewed and certified for equivalence by a USDA approved translator before signature is permissible. Certification must confirm that the translation is accurate, valid translation of the English source text and that there are no omissions. [This clause is only added for foreign agreements.]
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- # Scientific Integrity. The USDA Department-wide scientific integrity policy is located in Departmental Regulation (DR) 1074-001. All contractors, cooperators, partners, permittees, lessees, grantees, and volunteers, who engage or assist in the activities identified in Section 3a(2)(a) through (c) on behalf of USDA, are expected to uphold the established principles of scientific integrity described in the DR. Any express requirements will be set forth in the agreement statement of work, as applicable. Research institutions that receive allegations of research misconduct involving USDA-funded extramural research should refer to Title 2 of the Code of Federal Regulations (CFR) Part 422 (Refer to REE-26 Organization Information, Representations, Assurances & Certifications, C. Assurances, #11).
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ARS – ERS – NASS

GENERAL TERMS AND CONDITIONS

Refer to REE-26 Organization Information, Representations, Assurances & Certifications, C. Assurances, #47. Application of the Geospatial Data Act of 2018 toward the dissemination of research related results will be in accordance with DR 1020-006.

ARS Research Support Agreement – REE-452R *and*:

- # Non-Federal entity employees, while engaged in work at a REE facility, will abide by the Agency's standard operating procedures with regard to the maintenance of laboratory notebooks, dissemination of information, equipment operation standards, facility access, hours of work, Federal agency required training, and the Rules and Regulations Governing Conduct on Federal Property (41 CFR Part 102-74, Subpart C). Non-Federal employees will also undergo any background investigations/clearances and submit to any health monitoring medical surveillance requirements associated with the REE facility where they will work.
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- # This Agreement does not authorize materials to be transferred. In the event that materials are required to be transferred, a Material Transfer Agreement must be fully executed prior to any materials being transferred between the parties.
- # This agreement is subject to Executive Order 14026, "Increasing Minimum Wage for Federal Contractors," and all subsequent annual rate increases issued by the Secretary of Labor. The parties assure compliance.
 - a. Incorporates Title 29, Subtitle A, Part 23 (a-m) into the Agreement which can be found at <https://www.ecfr.gov/current/title-29/subtitle-A/part-23/appendix-Appendix%20A%20to%20Part%2023>.
- # Trafficking in persons.
 - a. *Provisions applicable to a recipient that is a private entity.*
 - i. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not:
 - 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect,
 - 2. Procure a commercial sex act during the period of time that the award is in effect; or
 - 3. Use forced labor in the performance of the award or subawards under the award.
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 - a. Associated with performance under this award; or
 - b. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB

ARS – ERS – NASS

GENERAL TERMS AND CONDITIONS

Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at [agency must insert reference here to its regulatory implementation of the OMB guidelines in 2 CFR part 180 (e.g., “2 CFR part XX”)].

b. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:

i. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either –

1. Associated with performance under this award; or

2. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at [agency must insert reference here to its regulatory implementation of the OMB guidelines in 2 CFR part 180 (e.g., “2 CFR part XX”)].

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iv. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

Scientific Integrity. The USDA Department-wide scientific integrity policy is located in Departmental Regulation (DR) 1074-001. All contractors, cooperators, partners, permittees,

ARS – ERS – NASS

GENERAL TERMS AND CONDITIONS

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 - a. The Research Performance Progress Report (RPPR), mandatory reporting category, Accomplishments, “how have the results been disseminated to communities of interest” must include information addressing the sharing of publications, including published data.
 - b. Final peer-reviewed, accepted manuscripts must be made freely accessible to the public through the USDA public access repository – PubAg <https://submit.nal.usda.gov/>– within 12 months of the date on which the publisher makes the article available online.
 - c. Published datasets must also be made freely accessible to the public through the USDA public access data catalog -- Ag Data Commons – within 12 months of the publication date of the associated scholarly publication.
 - d. All scholarly publications and datasets must receive digital persistent identifiers (such as DOI’s), and all authors of ARS/ERS/NASS -funded scholarly publications and public datasets must use or link them to individual digital persistent identifiers (such as ORCID iD’s).

ARS Standard Cooperative Agreement –

- # This Agreement does not replace the need for technology transfer, data transfer, confidentiality, and/or real property documents that may be required by the Agency and/or Cooperator as per regulatory requirements.
- # This Agreement does not authorize materials to be transferred. In the event that materials are required to be transferred, a Material Transfer Agreement must be fully executed prior to any materials being transferred between the parties.
- # The Federal Tort Claims Act (FTCA) (28 USC 1346(b) and 28 USC 2671-2680) procedures are available for use by the Cooperator. The FTCA allows the Cooperator to recover financial or

ARS – ERS – NASS

GENERAL TERMS AND CONDITIONS

other losses suffered by the Cooperator as a result of this Cooperative Agreement, when the loss is over and above the Cooperator's insurance liability coverage and it can be demonstrated that the loss resulted from a negligent act by a Federal employee acting within the scope of his/her employment. The Cooperator shall notify the ARS Principal Investigator (PI) within 30 days of any damage.

- # All rights, title, and interests in an invention made under this Cooperative Agreement solely by an employee of ARS shall be owned by ARS. Any invention made jointly under this Cooperative Agreement by at least one employee of ARS and at least one employee of the Cooperator shall be jointly owned. Any invention made under this Cooperative Agreement solely by an individual employed by the Cooperator shall be owned by the Cooperator. However, ARS shall be entitled to use the results of the research conducted under this Cooperative Agreement in furtherance of U.S. Government research programs.
- # The responsibilities assumed by the Agency are contingent upon funds being available from which the expenditures may be met.
- # This agreement may be terminated in writing by either Party, upon 90 calendar days' notice to the other Party.
- # Scientific Integrity. The USDA Department-wide scientific integrity policy is located in Departmental Regulation (DR) 1074-001. All contractors, cooperators, partners, permittees, lessees, grantees, and volunteers, who engage or assist in the activities identified in Section 3a(2)(a) through (c) on behalf of USDA, are expected to uphold the established principles of scientific integrity described in the DR. Any express requirements will be set forth in the agreement statement of work, as applicable. Research institutions that receive allegations of research misconduct involving USDA-funded extramural research should refer to Title 2 of the Code of Federal Regulations (CFR) Part 422 (Refer to REE-26 Organization Information, Representations, Assurances & Certifications, C. Assurances, #11).
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