
Grant and Cooperative Agreement General Terms and Conditions

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1. APPLICABLE REGULATIONS

Grant Agreement (GA) and Cooperative Agreement (CA) awards from the U.S. Department of Agriculture (USDA), Research, Education and Economics (REE), Agricultural Research Service (ARS), Economic Research Service (ERS), and the National Agricultural Statistics Service (NASS), also referred to as REE Agency, are subject to the requirements in 2 CFR Part 200, as adopted and supplemented by the United States Department of Agriculture (USDA) in 2 CFR Chapter IV, as appropriate. In addition to these General Terms and Conditions, refer to the executed award for all other terms and conditions.

2. DURATION

REE Agencies may enter into a GA or CA for a period of performance (POP) not to exceed five (5) years. The POP is identified on the Award Face Sheet (REE-451). The Federal Award Date is the date the REE Agency signs the REE-451. If pre-award costs are authorized on the REE-451, the date when pre-award costs begin is the Start Date of the POP.

3. FUNDING

- (a) **Budget.** The cooperator's budget(s) must have an accompanying budget justification.
- (b) **Restrictions.** Unless authorized by the Agency, cooperator may not use funds awarded to carry out capital improvements to renovate or refurbish research, education, or extension space; purchase or install fixed equipment in such space; or plan to repair, rehabilitate, acquire, for construction of buildings or facilities.
- (c) **Cancelling appropriations.** Generally, the appropriated funds used to make awards expire five years after the fiscal year in which the award is originally made. This means in the sixth year following an award, any award funds that have not been drawn down by the cooperator in the Department of Health and Human Services, Payment Management System (HHS-PMS), or agency-reimbursed per a "Request for Advance or Reimbursement" SF 270 (OMB 4040-0012) by August 31 of that year, are subject to be returned to the Department of the Treasury by September 30 of that year.

To determine the appropriation year of award funds, see the REE-451, page 2, Agency Funds Chargeable FY field. Awards in the sixth year with POP end dates in the months of June, July, and August do not have the full 90 days after the Period of Performance closes to draw down or request reimbursement via the SF-270. These awards must make final drawdown for expenditures no later than August 31 of the sixth year for the REE Agency to prepare its financial records before the funds expire on September 30. After August 31, the HHS-PMS account will be closed and the funds will be processed to revert to the Treasury, resulting in lost funds for the cooperator. If you have questions about when an applicable appropriation will cancel, contact the Agency Administrative Point of Contact/ADO identified on the REE-451.

4. COMPLIANCE WITH STATUTORY AND NATIONAL POLICY REQUIREMENTS

The cooperator must adhere to and comply with all statutory and national policy requirements. The REE assurances are available here: <https://www.ars.usda.gov/afm/fmad/agreements/partnership-resources-for-cooperators/>.

5. REE CONFLICT OF INTEREST POLICY

- (a) The cooperator must disclose in writing any potential conflict of interest to the REE awarding agency, prior to award, and when a potential conflict arises during the period of performance.
- (b) The cooperator must maintain written standards of conduct covering conflicts of interest and governing the performance of their employees engaged in the selection, award and administration of contracts, and any subawards.

6. METHODS OF PAYMENT

The method of payment is identified on the REE-451 and will indicate either: U.S. Department of Health and Human Services, Payment Management System (HHS/PMS) or "EFT/Treasury Check." The preferred method of payment is through HHS/PMS.

- (a) HHS-PMS. The cooperator will draw down funds for advance or reimbursement in this government system. Information is available at <https://pms.psc.gov/> and the Agency will work with the cooperator on enrollment.
- (b) EFT/Treasury Check. To assure invoices are received and processed by the Agency in a timely manner, the cooperator must submit invoices to the REE Agency ADO on the SF 270. Additional invoice backup or itemization requirements may be identified by REE Agency in the REE award, generally in the Statement of Work, "Mutual Agreements."

7. SUBAWARDS

- (a) 2 CFR Part 170 Reporting Subaward and Executive Compensation Information, Appendix A to Part 170—Award Term, is incorporated by reference in its entirety.
- (b) The terms and conditions of the award flow down to subawardees/subrecipients, unless the REE award specifies otherwise.

8. AMENDMENTS

- (a) REE requires prior written approvals for the items described in 2 CFR § 200.308(g)(1 – 2) and § 200.308(h).
- (b) Time extensions.
 - i. Requests with a justification must be submitted by the cooperator to the Agency no later than 10 calendar days before the end of the period of performance specified in the REE award.
 - ii. Extensions cannot be approved if the extension would result in the REE award exceeding the statutory five (5) year duration.
 - iii. Any extension of time is subject to cancelling appropriations or other statutory or agency policy limitations (refer to 3(c)). Funds will remain available for drawdown during an approved extension of time.

9. CARRY FORWARD OF UNOBLIGATED BALANCES TO SUBSEQUENT FUNDING PERIODS

Unless the REE award specifies otherwise, any unobligated balance of funds which remains at the end of any funding period, except the final funding period of the project, shall be carried over to the next funding period, and will be used to defray costs of any funding period of the project in addition to the current year's funding. Since the carryover of unobligated balances is automatic, no separate or specific awarding agency prior approval is required to authorize use of the funds. Refer to 2 CFR § 200.308(e)3.

10. CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS

In addition to other provisions required by the cooperator, all contracts made by the cooperator under the Federal award must contain provisions covering the requirements found in Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

11. RULES OF THE WORKPLACE

Cooperator employees, while engaged in work at a REE facility, will abide by the REE 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). Cooperator employees who will work in a REE facility will also undergo any background investigations/clearances and will submit to any health monitoring medical surveillance requirements associated with the REE facility where they work.

12. 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.

13. OTHER OFFICIAL DOCUMENTS

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.

14. TRANSFER OF MATERIALS

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.

15. TRAFFICKING IN PERSONS

2 CFR 175, The Award Term for Trafficking in Persons, is applicable. 2 CFR 175.15 is incorporated, in its entirety.

16. 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.

17. 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).

- (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. (<https://agdatacommons.nal.usda.gov/>)
- (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).

18. 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. Application of the Geospatial Data Act of 2018 toward the dissemination of research related results will be in accordance with DR 1020-006, and 2 CFR Part 423.

19. INFORMATION DISSEMINATION PRODUCTS, ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER

It is USDA policy to provide public access to all scholarly publications and digital scientific research data assets that arise from USDA-supported scientific research. Refer to article 17, Public Access, for information on peer-reviewed, scholarly publications and digital scientific research data assets arising from unclassified scientific research,

supported wholly or in part by the USDA, and requirements for the submission of final peer-reviewed, accepted manuscripts.

- (a) Acknowledgment of REE Agency Support. Per 2 CFR § 415.2, the following acknowledgement of REE Agency support must appear on any information dissemination products produced with any Federal financial assistance support, including those which report the results of, or describe a Federal financial assistance-supported activity (whether or not copyrighted):
“This material is based upon work supported by the U.S. Department of Agriculture, (type Agency name) under Agreement No. (type the Federal Award Identification Number here).”
- (b) Disclaimer. The following disclaimer must also be included unless the information dissemination product (including publication or applicable audiovisual) is formally cleared by the REE Agency:
“Any opinions, findings, conclusion, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the view of the U.S. Department of Agriculture.”
- (c) Any public or technical information dissemination products related to work carried out under the Federal award must be submitted by the developing party to the other for advice and comment. The REE Agency shall provide the cooperator with comments within 30 days of receipt. This requirement shall not be imposed upon the filing of student thesis or dissertations. Information released to the public must describe the contributions of both parties to the work effort. In the event of a dispute, a separate public or technical information dissemination product may be made with effective statements of acknowledgment and disclaimer.
- (d) The cooperator must submit to the Agency PI copies of all final information dissemination product (including publications and applicable audiovisuals) resulting from the research conducted under the GA or CA.
- (e) REE Agencies and the Federal Government shall enjoy a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, for Federal purposes any materials developed in conjunction with a GA or CA or contract under such a GA or CA.

20. PRESS RELEASES

Press releases or other forms of public notification for a broad public audience will be submitted to the REE Agency for review, prior to release to the public. The REE Agency will be given the opportunity to review, in advance, all written press releases and any other written information (including web content postings) to be released to the public by the cooperator, and require changes as deemed necessary, if the material mentions by name the REE Agency, or the USDA, or any REE or USDA employee or research unit or location.

21. ADVERTISING

The cooperator will not refer in any manner to the USDA or any REE Agency in connection with the use of the results of the Federal award, without prior specific written authorization by the REE Agency. Information obtained as a result of the Federal award will be made available to the public in printed or other forms by the REE Agency at its discretion. The cooperator will be given due credit for its cooperation in the project. Prior approval for advertising is required.

22. FINANCIAL REPORTING

The cooperator will use the Standard Form 425 Federal Financial Report (4040-0012) for financial reporting. Reporting intervals for each REE award are found on the REE-451.

- (a) Quarterly and semi-annual reports are due no later than 30 calendar days after the reporting period.
- (b) Annual reports are due no later than 90 days following the end of the award anniversary date (i.e., one year following the month and day when the period of performance begins and each year thereafter up until a final report is required).
- (c) REE Agency approved extensions for submission of the final financial report have no impact on the availability of funds for any drawdowns/payments that exceed statutory limits, as well as any expiring appropriations.
- (d) Final reports are due 120 days following the end date of the period of performance.

23. PERFORMANCE AND TECHNICAL REPORTING REQUIREMENTS

The performance report must follow the format of the Research Performance Progress Report (RPPR) and address the information described in 2 CFR § 200.329(c) (2) (i-iii). How the results have been disseminated to communities of interest must include information addressing the sharing of publications, including published data. The final report shall cover the entire period of performance of the Federal award and must describe progress made during the entire timeframe of the project.

24. INTELLECTUAL PROPERTY REPORTING

Cooperators are required to report subject inventions to the REE Agency and complete other reporting, as required by the Bayh-Dole Act and its implementing regulations. Reporting intellectual property will be accomplished through Interagency Edison (iEdison), an interagency online reporting system for cooperators. The cooperator must submit Invention Reports and Utilization Reports, and any other appropriate reports at the iEdison web interface: www.iedison.gov. The REE Agency does not require a final Invention Statement. Within 120 days of the End Date of the Period of Performance, cooperators shall report by email to the Agency ADO and Agency PI when no inventions or patents resulted from their Federal award. The email notification must include the Cooperator Name, Principal Investigator Name, and Federal award identification number (FAIN). For additional information on intellectual property, refer to 2 CFR § 200.448.

25. TANGIBLE PERSONAL PROPERTY REPORTING

Tangible personal property means property of any kind, except real property, that has physical existence. It includes equipment and supplies. Unless otherwise specified in the terms and conditions of the award, upon termination or expiration of the award, the cooperator must identify personal property and equipment purchased with any Federal funds under the award. In accordance with 2 CFR § 200.344(g), the cooperator must account for any property acquired with Federal funds or received from the Federal government in accordance with 2 CFR §§ 200.310 through 200.316 and 200.330, through submission to the REE Agency ADO a Tangible Personal Property Report - Final Report - SF-428-B, the SF-428S, and SF-428-C, as required.

26. TERMINATION

The REE Agency has the right to unilaterally terminate an award at any time, with or without prior notice, if the Agency Administrator determines that it is in the best interest of the Government to terminate the award. (Refer to 2 CFR § 200.340 Termination for additional provisions.)

27. UNIQUE ENTITY IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT

2 CFR 25, Appendix A to Part 25 –Award Term, is applicable and incorporated by reference in its entirety.

28. SUSPENSION AND DEBARMENT

The recipient is subject to the nonprocurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, as well as 2 CFR part 180 as implemented by USDA under 2 CFR Part 417. The regulations in 2 CFR part 180 restrict making Federal awards, subawards, and contracts with certain parties that are debarred suspended, or otherwise excluded from receiving or participating in Federal awards.

29. BUY AMERICA PREFERENCE

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for an infrastructure project unless:

- (1) All iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) All manufactured products used in the project are produced in the United States— this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product; and
- (3) All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The construction material standards are listed below.

Incorporation into an infrastructure project. The Buy America Preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Categorization of articles, materials, and supplies. An article, material, or supply should only be classified into one of the following categories: (i) Iron or steel products; (ii) Manufactured products; (iii) Construction materials; or (iv) Section 70917(c) materials. An article, material, or supply should not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the categories listed in this paragraph. The classification of an article, material, or supply as falling into one of the categories listed in this paragraph must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the location of the infrastructure project at which the iron, steel, manufactured products, and construction materials will be incorporated.

Application of the Buy America Preference by category. An article, material, or supply incorporated into an infrastructure project must meet the Buy America Preference for only the single category in which it is classified.

Determining the cost of components for manufactured products. In determining whether the cost of components for manufactured products is greater than 55 percent of the total cost of all components, use the following instructions:

- (a) For components purchased by the manufacturer, the acquisition cost, including transportation costs to the place of incorporation into the manufactured product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (b) For components manufactured by the manufacturer, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (a), plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the manufactured product.

Construction material standards. The Buy America Preference applies to the following construction materials incorporated into infrastructure projects. Each construction material is followed by a standard for the material to be considered “produced in the United States.” Except as specifically provided, only a single standard should be applied to a single construction material.

- (1) Non-ferrous metals. All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.
- (2) Plastic and polymer-based products. All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.
- (3) Glass. All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.
- (4) Fiber optic cable (including drop cable). All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also

include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.

(5) Optical fiber. All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.

(6) Lumber. All manufacturing processes, from initial debarking through treatment and planing, occurred in the United States.

(7) Drywall. All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.

(8) Engineered wood. All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the Buy America Preference in any case in which the agency determines that:

- (1) applying the Buy America Preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the Buy America Preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at [link to awarding agency web site with information on currently applicable general applicability waivers].

Definitions

Refer to www.ars.usda.gov/afm/fmad/agreements/partnership-resources-for-cooperators/ for the definitions of the Buy America Preference award term.

30. NUCLEIC ACID SYNTHESIS SCREENING

Beginning on April 26, 2025, the Performer (or Recipient of award) may procure synthetic nucleic acids and benchtop nucleic acid synthesis equipment, as defined in the 2024 OSTP Framework for Nucleic Acid Synthesis Screening (Framework), only from providers or manufacturers that attest to adhering to the Framework. The attestation may be posted on a public website or provided directly to the Performer (or Recipient of award) upon request. The Performer (or Recipient of award) shall include this requirement in all lower tier agreements.