



**FAS Notice of Award General Terms & Conditions (GT&C):
Administrative, National, and Agency
Applicability for Cost Reimbursable Agreements**

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Provision Title	Administrative GT&C - Mandatory	CR Instructions
Accounting System Requirements	<p>(a) Prior to FAS' initial payment to the Cooperator, the Cooperator shall provide sufficient evidence to the FAS Grants Management Officer that its accounting system is in accord with the Generally Accepted Accounting Principles.</p> <p>(b) Cooperators' financial management systems shall provide for the following:</p> <ol style="list-style-type: none"> (1) Accurate, current, and complete disclosure of the financial results of each FAS sponsored project or program. FAS requires financial reporting on an accrual basis; however, the Cooperator shall not be required to establish an accrual accounting system. These Cooperators shall develop such accrual data through best estimate for their reports on the basis of an analysis of the documentation on hand. (2) Records that identify the source and application of funds for federally sponsored activities. These records shall contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest. (3) Effective control over and accountability for all funds, property and other assets. Cooperators shall adequately safeguard all such assets and assure they are used solely for authorized purposes. (4) Comparison of outlays with budget amounts for each award. Whenever appropriate, financial information should be related to performance and unit cost data. (5) Written procedures to minimize the time elapsing between the transfer of funds to the Cooperator from the U.S. Treasury and the issuance or redemption of a check, warrant or payment by other means for program purposes by the Cooperator. To the extent that the provisions of the Cash Management Improvement Act (CMIA) (Pub. L. 101-453) govern, payment methods of State agencies, instrumentalities, and fiscal agents shall be consistent with CMIA Treasury-State Agreements or the CMIA default procedures codified at 31 CFR part 205, "Rules and procedures for efficient Federal State funds transfer." (6) Written procedures for determining the reasonableness, allocability and allowability of costs in accordance with the provisions of the applicable Federal cost principles and the terms and conditions of the award. (7) Accounting records including cost accounting records that are supported by source documentation. <p>(c) Where bonds are required in the situations described above, the bonds shall be obtained from companies holding certificates of authority as acceptable sureties, as prescribed in 31 CFR part 223, "Surety Companies Doing Business with the United States."</p>	Applies to all CRs.
Accounting, Audit, and Records	<p>(a) The Cooperator shall maintain financial records, supporting documents, statistical records and all other records pertinent to the Agreement in accordance with Generally Accepted Accounting Principles formally prescribed by the United States to sufficiently substantiate charges to this Agreement. Accounting records that are supported by documentation shall at a minimum be adequate to show all costs incurred under the Agreement, receipt, and use of goods and services acquired under the Agreement, the costs of the program supplied from other sources, and the overall progress of the program. Unless otherwise notified, the Cooperator's records and sub-cooperator's records which pertain to this Agreement shall be retained for a period of three years from the date of submission of the final expenditure report, except when a longer retention period is required by law and may be audited by FAS and/or its representatives.</p>	Applies to all CRs.



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	<p>(b) Non-federal for-profit and non-profit organizations that expend \$500,000 or more per their fiscal year in Federal awards, i.e., as Cooperators or sub cooperators of Federal grants or cooperative agreements, or as cost reimbursable subcontractors of Federal grants or cooperative agreements, shall have an annual audit conducted in accordance with the provisions of 7 CFR Part 3052.</p> <p>(c) Non-federal for-profit and non-profit organizations expending less than \$500,000 per their fiscal year under Federal cost-reimbursable contracts, grants, cooperative agreements, or agreements shall be exempt from the above financial audit requirements for that year, but are subject to the requirement to make records available upon request for review by FAS officials or their designees.</p> <p>(d) FAS shall retain the right to conduct a financial review, require an audit, or otherwise ensure adequate accountability of organizations expending FAS funds regardless of the audit requirement.</p> <p>(e) Organizations that provide FAS resources to other organizations to carry out FAS program and activities shall be responsible for monitoring their subcontractors or sub cooperators. The cost of agreed-upon procedures to monitor sub cooperators who are exempted from A-133 under section 200(d) are allowable, subject to the conditions listed in A-133, section 230(b)(2).</p> <p>(f) The audit reports referenced in paragraph 2 and 5 shall be submitted to FAS within the earlier of 30 days after receipt of the auditor’s report or not later than 9 months after the end of the audit period. No audit costs may be charged to this Agreement if audits have not been made in accordance with the terms of 7 CFR Part 3052. In cases of continued inability or unwillingness to have an audit performed in accordance with the terms of 7 CFR Part 3052, FAS shall consider appropriate sanctions which may include, inter alia, suspension of all or a percentage of disbursements until the audit is satisfactorily completed.</p> <p>(g) This provision in its entirety shall be incorporated into all subawards with non-U.S. organizations that meet the \$500,000 threshold as described at paragraph (b) of this provision. Subawards to non-U.S. organizations which are for more than \$10,000 but do not meet the \$500,000 threshold shall at a minimum incorporate paragraph (d) of this provision. Subawards of grants and cooperative agreements made to U.S. organizations, except for not-for-profits, shall state that the U.S. organization is subject to the audit requirements contained in OMB Circular A-133.</p>	
Advertising	The Cooperator will not refer in any manner to the USDA or agencies thereof in connection with the use of the results of the project without prior specific written authorization by FAS. Information obtained as a result of the project will be made available to the public in printed or other forms by FAS at its discretion. The Cooperator will be given due credit for its cooperation in the project.	Applies to all CRs.



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<p>Agreement Closeout</p>	<ul style="list-style-type: none"> (a) The Cooperator shall close out the Agreement within 90 days after expiration or notice of termination. (b) Any unobligated balance of cash advanced to the Cooperator shall be immediately refunded to FAS, including any interest (to HHS PMS), or other relevant law or regulation. (c) In the event a final audit has not been performed prior to the closeout of the Agreement, FAS reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later. (d) Submit final SF-PPR, SF-425, and SF-428, as applicable under the provisions of this Agreement. (e) Failure to close out an agreement according to the provisions of this agreement in a timely manner may result in adverse actions. 	<p>Applies to all CRs.</p>
<p>Allowable Costs</p>	<ul style="list-style-type: none"> (a) The Cooperator shall be reimbursed for costs incurred in carrying out the purposes of this Agreement which are determined by the Grants Management Officer to be reasonable, allocable, and allowable in accordance with the terms of this Agreement and the applicable cost principles in effect on the date of this Agreement. The Cooperator may obtain a copy of the applicable cost principles from the Grants Management Officer. Brief definitions of what may be considered as reasonable, allocable, and allowable costs are provided below; however, it is the Cooperator's responsibility to ensure that costs incurred are in accordance to the relevant federal Cost Principles. <ul style="list-style-type: none"> (1) Reasonable. Shall mean those costs that are generally recognized as ordinary and necessary and would be incurred by a prudent person in the conduct of normal business. (2) Allocable Costs. Shall mean those that are incurred specifically for the Agreement. (3) Allowable Costs. Shall mean those costs that conform to any limitations in the Agreement. (b) Prior to incurring a questionable or unique cost, the Cooperator shall obtain the Grants Management Officer's written determination on whether the cost will be allowable. (c) No funds provided under this Agreement shall be paid as profit or fee to the Cooperator or paid by the Cooperator to any sub cooperator under this Agreement. However, funds may be used to pay subcontractors profit or fees under this Agreement. (d) Failure to comply with indirect cost rate requirements may lead to substantial overpayments or underpayments. (e) The Cooperator must inform FAS, through the Grants Management Officer, of all applicable indirect cost rate adjustments. 	<p>Applies to all CRs.</p>
<p>Applicability of Administrative and Cost Principle Requirements, Part 1</p>	<ul style="list-style-type: none"> (a) 2 CFR part 180 and part 417, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)" and "Nonprocurement Debarment and Suspension"; (b) Executive Order 13224, as amended, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism"; (c) OMB Circular A-133, as codified in 7 CFR part 3052, "Audits of States, Local Governments, and Nonprofit Organizations"; (d) 7 CFR part 3015.175(b), "Copyrights"; (e) 2 CFR part 25 "Universal Identifier and Central Contractor Registration"; (f) 2 CFR part 170, "Reporting Subaward and Executive Compensation Information"; (g) 41 U.S.C. §§ 351 – 358, "the McNamara-O'Hara Service Contract Act of 1965" 	<p>Applies to all CRs.</p>



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	<p>(h) 37 CFR part 401.14, “Standard Patent Rights Clause”;</p> <p>(i) 15 U.S.C. 205a <i>et seq.</i>, “The Metric Conversion Act, as amended by the Omnibus Trade and Competitiveness Act”;</p> <p>(j) 42 U.S.C. 6962, “Resource Conservation and Recovery Act (RCRA)”;</p> <p>(k) 49 U.S.C. 40118 <i>et seq.</i>, “Fly America Act”;</p> <p>(l) 8 USC 1324a, “Immigration and Nationality Act”;</p> <p>(m) OMB Circular A–21, “Cost Principles for Educational Institutions” codified at 2 CFR 220;</p> <p>(n) 5 U.S.C. 552, “Freedom of Information Act”;</p> <p>(o) Executive Order (EO) 13513, “Federal Leadership on Reducing Text Messaging While Driving”;</p> <p>(p) 41 U.S.C. 22, “Interest of Members of Congress”;</p> <p>(q) 40 U.S.C. 3141-3148, “the Davis–Bacon Act”; and,</p> <p>(r) Other laws, regulations, Executive Orders, and other applicable requirements, which are hereby incorporated in this Agreement.</p>	
Disputes	<p>Whenever disputes, disagreements, or misunderstanding arise regarding issues under this Agreement, the Cooperator and FAS shall attempt to resolve the issues by discussion and mutual agreement as soon as practicable. If the parties are unable to mutually resolve the dispute, the Cooperator may submit, in writing, a disputed claim or issue to the FAS Deputy Administrator for the Division administering the Agreement, or their designee, for a decision. No hearing will be provided, unless another hearing, appeal, or other administrative proceeding is available to the Cooperator under any statute or regulations applicable to the action involved. The Cooperator’s submission must specify the nature and basis of the claim and the relief requested and include all data to support such claim. A copy of the submission shall be concurrently furnished to the Grants Management Officer. The Grants Management Officer shall furnish the Cooperator a written copy of the Deputy Administrator’s decision. Decisions of the Deputy Administrator shall be final unless, within 30 days of receipt of the decision, the Cooperator appeals the decision to the FAS Administrator. Any appeal made shall be in writing and addressed to the FAS Administrator. No hearing will be provided.</p>	Applies to all CRs.
Enforcement	<p>(a) Remedies for noncompliance. If a Cooperator materially fails to comply with the terms and conditions of an award, whether stated in a Federal statute, regulation, assurance, application, or notice of award, FAS may, in addition to imposing special conditions, take one or more of the following actions.</p> <ol style="list-style-type: none"> (1) Temporarily withhold cash payments pending correction of the deficiency by the Cooperator or more severe enforcement action by FAS. (2) Disallow all or part of the cost of the activity or action not in compliance. (3) Wholly or partly suspend or terminate the current award. (4) Withhold further awards for the project or program. (5) Take other remedies that may be legally available. <p>(b) Effects of suspension and termination. Costs of a Cooperator resulting from obligations incurred by the Cooperator during a suspension or after termination of an award are not allowable unless FAS expressly authorizes them in the notice of suspension or termination or thereafter. Other Cooperator costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if paragraphs</p>	Applies to all CRs.



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	<p>(b)(1) and (2) of this provision apply.</p> <p>(1) The costs result from obligations which were properly incurred by the Cooperator before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancellable.</p> <p>(2) The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.</p> <p>(3) Relationship to debarment and suspension. The enforcement remedies identified in this provision, including suspension and termination, do not preclude a Cooperator from being subject to debarment and suspension under 2 CFR part 180 and part 417.</p>	
Indirect Costs	In accordance with 7 U.S.C. 3319a, the Cooperator shall not be reimbursed for indirect costs exceeding 10 percent of the total direct costs.	Applies to all CRs.
Modifications	Modifications to this Agreement shall be made by mutual consent of the parties, by the issuance of a written modification signed and dated by properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made at least 30 days prior to implementation of the requested change. FAS is not obligated to fund any changes not properly approved in advance.	Applies to all CRs.
Non-Liability	FAS does not assume liability for any third-party claims for damages arising out of this Agreement. Sub Cooperators, subawardees, and contractors have no privity of contract with FAS under the terms of this Agreement.	Applies to all CRs.
Notices	Any notice given by FAS or the Cooperator will be sufficient only if in writing and delivered in person, or transmitted electronically by e-mail or fax (not by postal mail), as follows: To FAS: FAS Program Manager and FAS Grants Manager Officer, at the address specified in this Agreement. To the Cooperator: the Cooperator's address specified in this Agreement. Notices will be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.	Applies to all CRs. May incorporate actually addresses here along with specific names.
Overpayment	<p>(a) Any funds paid to the Cooperator in excess of the amount to which the Cooperator is finally determined to be entitled under the terms and conditions of the Agreement constitute a debt to the Federal Government. If not paid within a reasonable period after the demand for payment, FAS may in accordance with 7 CFR part 3, reduce the debt by—</p> <p>(1) Making an administrative offset against other requests for reimbursements, or</p> <p>(2) Taking other action permitted by statute. (31 U.S.C. 3716 and 7 CFR, part 3, Subpart B).</p> <p>(b) The following must also be considered as a debt or debts owed by the Cooperator to FAS:</p> <p>(1) Any royalties or other special classes of program income which, under the provisions of the Agreement, are required to be returned.</p> <p>(c) Except as otherwise provided by law, FAS shall charge interest on an overdue debt in accordance with 31 CFR part 900, "Federal Claims Collection Standards."</p> <p>(d) The following must also be considered as a debt or debts owed by the Cooperator to FAS:</p> <p>(1) Any royalties or other special classes of program income which, under the provisions of the Agreement, are required to be returned.</p> <p>(e) Except as otherwise provided by law, FAS shall charge interest on an overdue debt in accordance with 31 CFR part 900,</p>	Applies to all CRs.



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	“Federal Claims Collection Standards.”	
Participation in Similar Activities	This Agreement in no way restricts FAS or the Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.	Applies to all CRs.
Press Releases	Press releases or other forms of public notification will be submitted to FAS for review prior to release to the public. FAS will be given the opportunity to review, in advance, all written press releases and any other written information to be released to the public by the Cooperator, and require changes as deemed necessary, if the material mentions by name FAS or the USDA, or any USDA employee or research unit or location.	Applies to all CRs.
Prior Approvals	<p>(a) The budget is the financial expression of the project or program as approved during the award process. FAS requires that all Federal costs be itemized on the approved budget. The budget shall be related to performance for program evaluation purposes.</p> <p>(b) Cooperators are required to report deviations from budget and program plans, and request prior approvals for budget and program plan revisions.</p> <p>(c) Cooperators shall request prior approvals from FAS for one or more of the following program or budget related reasons.</p> <ol style="list-style-type: none"> (1) Incur pre-award costs up to 90 days prior to award date. All pre-award costs are incurred at the Cooperator’s risk (i.e., FAS is under no obligation to reimburse such costs if for any reason the Cooperator does not receive an award or if the award is less than anticipated and inadequate to cover such costs). (2) Change in the scope or the objective of the project or program (even if there is no associated budget revision requiring prior written approval). (3) The absence for more than three months, or a 25 percent reduction in time devoted to the project, by the approved project director or principal investigator. (4) Extensions of time, within statutory limitations, to complete project objectives. This extension may not be requested merely for the purpose of using unobligated balances. The Cooperator shall request the extension in writing with supporting reasons. (5) The transfer of amounts budgeted for indirect costs to absorb increases in direct costs, or vice versa. (6) The inclusion of costs that require prior approval in accordance the applicable set of federal Cost Principles. (7) Unless described in this Agreement and associated budget, the subaward, transfer or contracting out of any work. (8) If FAS requires the Cooperator to hire or appoint technical staff under this Agreement, the Cooperator shall send formal notification within 30 days of any new hires or appointments. When FAS funding derives from a PASA, and the activity requires long-term hires or appointments, FAS must participate in the Cooperator’s selection panel. (9) Changes in Key personnel. (10) Change in a budget line item or cost category of 10% or more. (11) Request for additional funding. 	Applies to all CRs.



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	<p>(12) The transfer of funds allotted for training allowances (direct payment to trainees) to other categories of expense.</p> <p>(13) Advertising.</p>	
Program Management	<p>(a) The Cooperator shall monitor the performance of the Agreement activities to ensure that performance goals are being achieved.</p> <p>(b) Cooperators are responsible for managing the day-to-day operations of this Agreement using their established controls and policies, as long as they are consistent with FAS requirements.</p> <p>(c) Monitoring of a project or activity continues for as long as FAS retains a financial interest in the project or activity. FAS reserves the right to monitor a project after it has been administratively closed out and no longer providing active support in order to resolve issues of accountability and other administrative requirements.</p> <p>(d) FAS reserves the right to perform site visits at Cooperator locations.</p> <p>(e) Cooperators shall immediately notify FAS of developments that have a significant impact on the award-supported activities. Also, notification shall be given in the case of problems, delays, or adverse conditions which materially impair the ability to meet the objectives of the Agreement. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.</p>	Applies to all CRs .
Project Supervision and Responsibilities	<p>(a) The Cooperator is solely responsible and accountable for the performance and conduct of all Cooperator employees assigned to the project, including, but not limited to, personnel, performance and time management issues. FAS does not have authority to supervise Cooperator employees or engage in the employer employee relationship.</p> <p>(b) The Cooperator shall immediately notify FAS of developments that have a significant impact on the activities supported under this Agreement. Also, notification shall be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the agreement. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.</p>	Applies to all CRs.
Responsibility for Making and Monitoring Subawards	<p>(a) The Cooperator shall make subawards only to responsible sub cooperators who possess the potential ability to perform successfully under the terms and conditions of a proposed agreement. Consideration shall be given to such matters as integrity, record of past performance, financial and technical resources, or accessibility to other necessary resources. Awards shall not be made to firms or individuals whose name appears on the "Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs" available online at www.EPLS.gov.</p> <p>(b) All subawards shall at a minimum contain provisions to define a sound and complete agreement in addition to those that are specifically required by any other provisions in this Agreement and clauses required by Federal law, executive orders and the implementing Federal regulations. Whenever a provision within this Agreement is required to be inserted in a subaward, the Cooperator shall insert a statement in the subaward that in all instances where FAS is mentioned, the Cooperator's name will be substituted.</p> <p>The Cooperator shall monitor its subawards and contracts in compliance with the requirements for sub cooperator monitoring as contained in 31 USC 7502(f)(2)(B) (Single Audit Act Amendments of 1996 (Pub. L. No. 104-156)), OMB Circular A-133 as codified at 7 CFR Part 3052, and OMB Circular A-110 as codified at 7 CFR Part 3019.</p>	Applies to all CRs.



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Retention and Access Requirements for Records	<p>(a) This provision sets forth requirements for record retention and access to records. As used in this provision, “records” includes books, documents, accounting procedures and practice, and other data, regardless of the type or format.</p> <p>(b) Financial records, supporting documents, statistical records, and all other records pertinent to an award shall be retained for a period of 3 years from the date of submission of the final expenditure report or, for awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, as authorized by FAS. The only exceptions are the following:</p> <ul style="list-style-type: none"> (i) If any litigation, claim, or audit is started before the expiration of the 3- year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken; (ii) Records for real property and equipment acquired with Federal funds shall be retained for 3 years after final disposition; (iii) When records are transferred to or maintained by FAS, the 3- year retention requirement is not applicable to the Cooperator; (iv) Indirect cost rate proposals, cost allocations plans, etc., as specified in paragraph (f) of this provision. <p>(c) Copies of original records may be substituted for the original records if authorized by FAS.</p> <p>(d) FAS will request transfer of certain records to its custody from Cooperators when it determines that the records possess long-term retention value. However, in order to avoid duplicate record keeping, FAS may make arrangements for Cooperators to retain any records that are continuously needed for joint use.</p> <p>(e) FAS, the Inspector General, Comptroller General of the United States, or any of their duly authorized representatives, have the right of timely and unrestricted access to any books, documents, papers, or other records of Cooperators that are pertinent to the awards, in order to make audits, examinations, excerpts, transcripts and copies of such documents. This right also includes timely and reasonable access to a Cooperator’s personnel for the purpose of interview and discussion related to such documents. The Cooperator shall provide access to any program site(s) to FAS or any of its authorized representatives. The rights of access in this paragraph are not limited to the required retention period, but shall last as long as records are retained.</p> <p>(f) No Cooperator shall disclose its records that are pertinent to an award until the Cooperator provides notice of the intended disclosure with copies of the relevant records to FAS.</p> <p>(g) <i>Indirect cost rate proposals, cost allocations plans, etc.</i> Paragraphs (g)(1) and (g)(2) of this provision apply to the following types of documents, and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage charge back rates or composite fringe benefit rates).</p> <ul style="list-style-type: none"> (i) <i>If submitted for negotiation.</i> If the Cooperator submits to FAS or the sub cooperators submits to the Cooperator the proposal, plan, or other computation to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts on the date of such submission. (ii) <i>If not submitted for negotiation.</i> If the Cooperator is not required to submit to FAS or the sub cooperators is not required to submit to the Cooperator the proposal, plan, or other computation for negotiation purposes, then the 3-year retention period for the proposal, plan, or other computation and its supporting records starts at the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation. 	Applies to all CRs.
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<p>Revision of Budget</p>	<p>(a) The approved agreement budget in Attachment C is the financial expression of the Cooperator's program as approved by FAS, pending approval of any subsequent budget.</p> <p>(b) The Cooperator is required to report deviations from budget and program plans, and request prior approvals from the FAS Program Manager for any of the following reasons:</p> <ol style="list-style-type: none"> (1) To change the scope or the objectives of the program and/or revise the funding allocated among program objectives. (2) To change a key person where specified in the awarding document, or allow a 25% reduction in time devoted to the project. (3) Additional Federal funding is needed. (4) Where indirect costs have been authorized, the Cooperator plans to transfer funds budgeted for indirect costs to absorb increases in direct costs or vice versa. (5) The inclusion of costs that require prior approval in accordance with the applicable set of federal Cost Principles. (6) The transfer of funds allotted for training allowances (direct payment to trainees) to other categories of expense. <p>(c) FAS is under no obligation to reimburse the Cooperator for costs incurred in excess of the total amount obligated under the Agreement. If the total obligated amount under the Agreement has been increased, FAS will notify the Cooperator in writing of the increase and specify the new total obligated amount.</p>	<p>Applies to all CRs.</p>
<p>Safeguarding U.S. Funds</p>	<p>The Cooperator shall establish safeguards to ensure that U.S. Federal funds are properly spent. The Cooperator shall ensure that funds are not used for any partisan or political activity purposes (whether domestic or foreign), including, but not limited to:</p> <ol style="list-style-type: none"> (i) Supporting election, referendum, initiative, or similar procedure; (ii) Influencing the outcomes of elections; (iii) Introducing legislation; (iv) Influencing government officials to engage in similar lobbying activity; (v) Preparing, distributing, or using publicity or propaganda, or by urging members of the general public to contribute to or participate in any mass demonstration, march, rally, fund raising drive, lobbying campaign or letter writing or telephone campaign; (vi) Influencing or attempting to influence a member of Congress or a federal agency in connection with the award of any federal contract, grant loan or cooperative agreement; <p>Attending legislative sessions or committee hearings, gathering information regarding legislation, and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in unallowable lobbying. If FAS funds under this Agreement have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connections with this Agreement, the Cooperator's signatory official shall complete Standard Form LLL, Disclosure of Lobbying Activities, in accordance with its instructions and submit</p>	<p>Applies to all CRs.</p>



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	to the Grants Management Officer. This provision shall be included in the award documents for all subawards at all tiers including subcontracts, sub-grants, and contracts under this Agreements Any person who fails to file the SF-LLL shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	
Sub Cooperator Notification	<p>The Cooperator shall require sub cooperators under this Agreement to comply with the terms and conditions herein, except with respect to the Cooperator’s cost principles and audit requirements. Sub Cooperators shall comply with the following, when applicable:</p> <p>SUB COOPERATOR TYPE APPLICABLE COST PRINCIPLES, and AUDIT REQUIREMENTS</p> <p>Cost Principles and Audit Requirements</p> <p>Non-profits, 2 CFR Part 230, A-133</p> <p>State governments (when Cooperator is a non-State), 2 CFR Part 225, A-133</p> <p>Local and Tribal governments (when Cooperator is a non-State), 2 CFR Part 225, A-133</p> <p>State agencies, 2 CFR Part 225, A-133</p> <p>Universities, 2 CFR Part 220, A-133</p> <p>Profit-makers, Federal Acquisition Regulations (FAR) 31.2, Agency</p>	Applies to all CRs .
Termination	<p>This Agreement may be terminated, in whole or part, as follows:</p> <p>(a) Awards may be suspended or terminated in whole or in part if paragraphs (1), (2), (3), or (4) of this provision apply.</p> <p>(1) When FAS and the Cooperator agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.</p> <p>(2) By 30 days written notification by the Cooperator to FAS setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated.</p> <p>(3) By FAS, if the Cooperator materially fails to comply with the terms and conditions of the Agreement.</p> <p>(4) If, in the case of a partial termination, FAS determines that the remaining portion of the Agreement will not accomplish the purposes for which the Agreement was made, FAS may terminate the Agreement in its entirety.</p> <p>(b) Upon termination of the Agreement, the Cooperator shall not incur any new obligations for the terminated portion of the Agreement after the effective date, and shall cancel as many outstanding obligations as possible. FAS shall allow full credit to the Cooperator for the United States Federal share of the non-cancelable obligations properly incurred by the Cooperator up to the effective date of the termination. The Cooperator shall refund excess funds to FAS within 60 days after the effective date of termination.</p>	Applies to all CRs.
The Cooperator Shall Pt. 1	<p>(a) The Principal Investigator shall:</p> <ol style="list-style-type: none"> 1) Report, and obtain approval for, any change in the project budget; 2) Report, and obtain approval for, any change in the scope or objectives of the project; 3) Assure that technical project performance and financial status reports are submitted on a timely basis in accordance with the terms and conditions of this Agreement; 4) Advise the PM of any issues that may affect the timely completion of the project; 5) Assure that the cooperator meets its commitments under the terms and conditions of this Agreement; 	Applies to all CRs. With some projects, not all Principal Investigator requirements apply; delete



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	<p>6) Assure that appropriate acknowledgements of support are included in all publications;</p> <p>7) Assure that inventions are appropriately reported; and</p> <p>8) Provide FAS with a project plan for use for external peer review.</p>	<p>those that don't apply. Under (b), fully describe all work, tasks, studies, reports, inspections, consultations, and cooperation the partner will perform.</p>
Provision Title	Administrative GT&C - Conditional	CR Instructions
Program Income	<p>a. The Cooperator shall apply the standards set forth in this Provision to account for program income earned under the award/agreement.</p> <p>b. If any program income is generated as a result of this grant/agreement, the income shall be applied using the select from drop-down alternative as described in 7 CFR 3016.25 and 3019.24; the deductive alternative is the preferred method, unless specifically authorized by the Signatory Official.</p> <p>c. Unless the terms and conditions of the award/agreement provide otherwise, Cooperators shall have no obligation to the U.S. Government regarding program income earned after the end of the project period.</p> <p>d. Costs incident to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the award/agreement and they comply with the applicable Cost Principles.</p> <p>e. Unless the terms and conditions of the award/agreement provide otherwise, Cooperators shall have no obligation to the U.S. Government with respect to program income earned from license fees and royalties for copyrighted material, patents, patent applications, trademarks, and inventions produced under an award. However, Patent and Trademark Amendments (35 U.S.C. 18) apply to inventions made under an experimental, developmental, or research awards.</p>	<p>Applies to all CRs when program income is anticipated.</p>
Publications and Acknowledgment of Support	<p>(a) <i>Publications.</i> FAS 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, any materials developed in conjunction with a cost-reimbursable agreement or contract under such an agreement.</p> <p>(1) Cooperators shall acknowledge FAS support in any publications written or published with Federal support and, if feasible, on any publication reporting the results of, or describing, a Federally supported activity as follows: "This material is based upon work supported by the U.S. Department of Agriculture, Foreign Agricultural Service under Agreement No. (Cooperator should enter the applicable agreement number here)."</p>	<p>Applies to all CRs when publication of any printed, audiovisual, or electronic material is contemplated.</p>



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- (2) All such material must also contain the following disclaimer unless the publication is formally cleared by the awarding 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.”
 - (3) Any public or technical information related to work carried out under a cost-reimbursable agreement shall be submitted by the developing party to the other for advice and comment. Information released to the public shall describe the contributions of both parties to the work effort. In the event of a dispute, a separate publication may be made with effective statements of acknowledgment and disclaimer.
 - (4) The cooperator, or its designees, is not authorized to develop and publish documents that could be sold and distributed for profit.
- (b) *Media.* Cooperators shall acknowledge FAS support, as indicated in § 1552.34(a) above, in any form of media (print, DVD, audio production, web, etc.) produced with Federal support that has a direct production cost to the cooperator of over \$5,000. Unless the terms of the Federal award provide otherwise, this requirement does not apply to media produced as research instruments or for documenting experimentation or findings and intended for presentation or distribution to a USDA/FAS audience.
- (c) *Audiovisual.* FAS must determine ownership of the audiovisual production based on the parties’ contributions to the production. Where FAS and/or other Federal agencies contribute at least 50 percent of the total costs, including in-kind contributions, to develop an audiovisual production, it is owned by the FAS.
- (1) If FAS determines that it has ownership, then FAS must obtain the audiovisual using the Office of Management and Budget Governmentwide audiovisual contracting procedures.
 - (2) If FAS determines that the cooperator has ownership, then the recipient is not subject to USDA approvals and the Governmentwide audiovisual contracting procedures.
 - (3) FAS must obtain a copy of the cooperator’s audiovisual production and retain the right to duplicate the video for Government purposes. FAS must use Government procurement procedures to duplicate the video for FAS purposes.
- (d) *Printing.* Title 7, United States Code, section 3319a does not preclude the applicability of Government Printing Office regulations when Federal dollars are used for printing though printing is accomplished by the cooperator or its subcontractor.
- (e) *Miscellaneous.*
- (1) Publication and Media Releases Requirement. The cooperator must provide the GMO and Project Manager with one copy of all published works developed under the agreement and with lists of other written work produced under the cost-reimbursable agreement.
 - (2) Nondiscrimination Statement – Printed, Electronic, or Audiovisual Material Requirement. The cooperator shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding: “*In accordance with Federal law and U.S.*



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	<p><i>Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs. To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.”) If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text: "This institution is an equal opportunity provider."</i></p>	
Provision Title	National Policy GT&C Provisions - Mandatory	CR Instructions
<p>Assurance Regarding Felony Conviction or Tax Delinquent Status for Corporate Applicants</p>	<p>This award is subject to the provisions contained in the Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2012, P.L. No. 112-55, Division A, Sections 738 and 739 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by accepting this award the Cooperator acknowledges that it:</p> <ol style="list-style-type: none"> (1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal or State law within 24 months preceding the award, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment of the Cooperator corporation, or such officer or agent, based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government. If the Cooperator fails to comply with these provisions, [insert agency name] will annul this agreement and may recover any funds the Cooperator has expended in violation of sections 738 and 739. 	<p>Applies to all CRs.</p>
<p>Building and Computer Access by Non-U.S. Foreign Agricultural Service Personnel</p>	<p>The Cooperator may be granted access to U.S. Foreign Agricultural Service facilities and/or computer systems to accomplish work described in the Operating Plan or Statement of Work. All non-government employees with unescorted access to U.S. Foreign Agricultural Service facilities and computer systems must have background checks following the procedures established by USDA Directives 3505 and Departmental Manual 4620-02. Those granted computer access must fulfill all U.S. Foreign Agricultural Service requirements for mandatory security awareness and role-base advanced security training, and sign all applicable U.S. Foreign Agricultural Service statements of responsibilities.</p>	<p>Applies to all CRs when the Cooperator or their subcontractors will have unescorted access to USDA/FAS facilities or computer</p>



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		<p>systems. Prior to granting access to the computer system or facility, contact FAS Information Security & Risk Management Branch.</p>
<p>Central Contractor Registration and Universal Identifier Requirements Under 2 CFR Part 25 - Financial Assistance Use of Universal Identifier and Central Contractor Registration; Appendix A to Part 25</p>	<p>(a) Requirement for Central Contractor Registration (CCR). Unless you are exempted from this requirement under 2 CFR 25.110, you as the Cooperator must maintain the currency of your information in the CCR until you submit the final financial report required under this Agreement or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.</p> <p>(b) Requirement for Data Universal Numbering System (DUNS) Numbers If you are authorized to make subawards under this Agreement, you:</p> <ol style="list-style-type: none"> (1) Must notify potential sub cooperators that no entity (see definition in paragraph C of this provision) may receive a subaward from you unless the entity has provided its DUNS number to you. (2) May not make a subaward to an entity unless the entity has provided its DUNS number to you. <p>(c) Definitions</p> <p>For purposes of this provision:</p> <ol style="list-style-type: none"> (1) Central Contractor Registration (CCR) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperator. Additional information about registration procedures may be found at the CCR Internet site (currently at http://www.ccr.gov). (2) Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at http://fedgov.dnb.com/webform). (3) Entity, as it is used in this provision, means all of the following, as defined at 2 CFR part 25, subpart C: <ol style="list-style-type: none"> i. A Governmental organization, which is a State, local government, or Indian Tribe; ii. A foreign public entity; iii. A domestic or foreign nonprofit organization; iv. A domestic or foreign for-profit organization; and v. A Federal agency, but only as a sub cooperator under an award or subaward to a non-Federal entity. (4) Subaward: <ol style="list-style-type: none"> i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the 	<p>Applies to all CRs, except with any entity when avoiding the compromise of classified information or national security or jeopardizing the personal safety of the entity's clients).</p>



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	<p>Cooperator award to an eligible sub cooperator.</p> <ul style="list-style-type: none"> ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. ----.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations"). iii. A subaward may be provided through any legal agreement, including an agreement that you consider a contract. <p>(5) Sub Cooperator means an entity that:</p> <ul style="list-style-type: none"> i. Receives a subaward from you under this Agreement; and ii. Is accountable to you for the use of the Federal funds provided by the subaward. 	
<p>Debarment and Suspension</p>	<p>The Cooperator shall immediately inform the FAS if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the Federal Government according to the terms of 2 CFR Part 180 as supplemented by 2 CFR Part 417. A listing of debarred or suspended entities can be found at www.epls.gov. Additionally, should the Cooperator or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, they shall notify the FAS without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary. The Cooperator must include this provision, or a similar one, as term or condition in any lower tier covered transaction.</p>	<p>Applies to all CRs.</p>
<p>Eligible Workers</p>	<p>As related to workers hired for employment within the United States, the Cooperator shall ensure that all such employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). The Cooperator shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental agreements awarded under this Agreement.</p>	<p>Applies to all CRs.</p>
<p>Endorsement</p>	<p>Any of the Cooperator's contributions made under this Agreement do not by direct reference or implication convey FAS endorsement of the Cooperator's products or activities.</p>	<p>Applies to all CRs.</p> <p>The parties may negotiate the following, additional, text," ..., and does not by direct reference or implication convey the Cooperator's endorsement of the FAS' products or activities.</p>



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<p>Freedom of Information Act (FOIA)</p>	<p>Public access to agreement records shall not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to "Freedom of Information" regulations (5 U.S.C. 552).</p>	<p>Applies to all CRs.</p>
<p>Implementation of E.O. 13224 – Executive Order on Terrorist Financing</p>	<p>Presidentially signed Executive Orders and U.S. law prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. Except when the United States Government provides a background investigation during the visa review process for an international participant on the request of USDA, it is the legal responsibility of the Cooperator to ensure compliance with Executive Order 13224 and related laws. This provision must be included in all subawards and contracts issued under this Agreement.</p> <p>Key responsibilities include, but are not limited to:</p> <ul style="list-style-type: none"> (a) The Cooperator has not provided, and will take all reasonable steps to ensure that they do not, and will not, knowingly provide material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts. (b) Specifically, in order to comply with Cooperator obligations under paragraph 1, the Cooperator will take the following steps: <ul style="list-style-type: none"> (1) Before providing any material support or resources to an individual or entity, the Cooperator will verify that the individual or entity does not appear: <ul style="list-style-type: none"> (i) On the master list of Specially Designated Nationals and Blocked Persons, which list is maintained by the U.S. Treasury’s Office of Foreign Assets Control (OFAC) and is available online at OFAC’s Web site : http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx, or (ii) On any supplementary list of prohibited individuals or entities that may be provided by FAS to the Cooperator. (iii) The Cooperator also will verify that the individual or entity has not been designated by the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the “1267 Committee”) [individuals and entities linked to the Taliban, Usama bin Laden, or the Al Qaida Organization]. To determine whether there has been a published designation of an individual or entity by the 1267 Committee, the Cooperator should refer to the consolidated list available online at the Committee’s Web site: http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm. (2) Before providing any material support or resources to an individual or entity, the Cooperator will consider all information about that individual or entity of which it is aware or that is available to the public. (3) The Cooperator will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity. 	<p>Applies to all CRs .</p>



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	<p>(c) For purposes of this Certification:</p> <p>(1) "Material support and resources" means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safehouses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.</p> <p>(2) "Terrorist act" means:</p> <p>(ii) An act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site: http://untreaty.un.org/English/Terrorism.asp); or</p> <p>(iii) An act of premeditated, politically motivated violence perpetrated against noncombatant targets by subnational groups or clandestine agents; or</p> <p>(iv) Any other act intended to cause death or serious bodily injury to a civilian, or to any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.</p> <p>(3) "Entity" means a partnership, association, corporation, or other organization, group or subgroup.</p>	
<p>Members of U.S. Congress</p>	<p>Pursuant to 41 U.S.C. 22, no United States member of, or United States delegate to, Congress shall be admitted to any share or part of this Agreement, or benefits that may arise there from, either directly or indirectly.</p>	<p>Applies to all CRs.</p>
<p>Nondiscrimination</p>	<p>The Cooperator assures compliance with the following requirement: No person in the United States shall, on the grounds of race, color, national origin, sex, age, religion, political beliefs, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any project or activity under this Agreement.</p> <p>Specific institutions and organizations have exemptions from the nondiscrimination requirements regarding religious preference, age limitations, gender focus, and tax exemption under section 501(a) of the Internal Revenue Code of 1954. Even though a basis or protected category is exempt in the operation of the organization, other civil rights provisions and protected bases may still apply.</p> <p>These exemptions for instructional organizations are:</p> <p>(a) Educational institutions controlled by religious organizations.</p> <p>(b) Military and merchant marine educational organizations.</p> <p>(c) Membership qualifications in organizations, such as social fraternities and sororities, YMCA, YWCA, Girl Scouts, Boy Scouts, Camp Fire Girls, and voluntary youth services organizations.</p> <p>(d) Additionally, some activities have exemptions: Activities sponsored by the American Legion, such as selection of</p>	<p>Applies to all CRs.</p>



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	<p>students relative to Girls State Conferences, Girls Nation Conferences, Boys State Conferences, and Boys Nation Conferences; father-son and mother-daughter activities at educational institutions if such activities are available to both gender groups equally; financial awards and scholarships that result from participation in pageants and contests limited to one gender.</p> <p>To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer. The Cooperator should post within a common area of their offices a copy of the “Justice for All” poster, AD-475A.</p>	
Positions of Influence	The Cooperator shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.	Applies to all CRs.
Questionnaires and Survey Plans	The Cooperator is required to submit to FAS copies of questionnaires and other forms for clearance in accordance with the Paperwork Reduction Act of 1980 and 5 CFR part 1320.	Applies to all CRs, when information collections under the Paper Reduction Act are anticipated.
Reporting Subawards and Executive Compensation Under 2 CFR Part 170 - Requirements for Federal Funding Accountability and Transparency Act Implementation; Appendix A to Part 170	<p>(a) Reporting of first-tier subawards.</p> <p>(1) Applicability. Unless you are exempt as provided in paragraph D. of this provision, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph E. of this award term).</p> <p>(2) Where and when to report.</p> <p>(i) You must report each obligating action described in paragraph (a)(1) of this provision to http://www.fsrs.gov.</p> <p>(ii) For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)</p> <p>(3) What to report. You must report the information about each obligating action that the submission instructions posted at http://www.fsrs.gov specify.</p> <p>(b) Reporting Total Compensation of Recipient Executives.</p> <p>(1) Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—</p> <p>(i) the total Federal funding authorized to date under this Agreement is \$25,000 or more;</p> <p>(ii) in the preceding fiscal year, you received—</p> <p>(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and</p>	<p>Applies to all CRs where subawards are contemplated that exceed \$25,000. See 2 CFR 170 for specifics on applicability.</p> <p>NOTE: All awards under \$25,000 do not require this provision.</p>



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	<p>subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and</p> <p>(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and</p> <p>(iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)</p> <p>(2) Where and when to report. You must report executive total compensation described in paragraph (b)(1) of this provision:</p> <p>(i) As part of your registration profile at http://www.ccr.gov.</p> <p>(ii) By the end of the month following the month in which this</p>	
Rules of the Workplace	Cooperator employees, while engaged in work at FAS' facilities, will abide by FAS' standard operating procedures regarding the maintenance of laboratory notebooks, dissemination of information, equipment operation standards, hours of work, conduct, HSPD-12 requirements (access to buildings and computer systems), and other incidental matters stated in the rules and regulations of FAS.	Applies to all CRs when research activities are anticipated.
Text Messaging While Driving	In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: <ul style="list-style-type: none"> a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government. 	Applies to all CRs.
U.S. Government Employment Status	In no event shall the Cooperator or its sub cooperators be considered as employees of the United States government, unless authorized by Federal Statute.	Applies to all CRs.
Provision Title	National Policy GT&C Provisions – Conditional Procurement	CR Instructions
Competition	(a) All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. The Cooperator shall be alert to organizational conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, and invitations for bids and/or requests for proposals shall be	Applies to all CRs when procurement of goods and/or services are



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	<p>excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Cooperator, price, quality and other factors considered. Solicitations shall clearly set forth all requirements that the bidder or offer shall fulfill in order for the bid or offer to be evaluated by the Cooperator. Any and all bids or offers may be rejected when it is in the Cooperator's interest to do so.</p> <p>(b) Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement. Consideration shall be given to such matters as contractor integrity, record of past performance, financial and technical resources or accessibility to other necessary resources. In certain circumstances, contracts with certain parties are restricted 2 CFR part 180 and part 417.</p> <p>(c) Cooperators shall, on request, make available for FAS, pre-award review and procurement documents, such as request for proposals or invitations for bids, independent cost estimates, etc.</p> <p>(d) The Cooperator is encouraged to utilize small businesses, minority-owned firms, and women's business enterprises.</p>	<p>anticipated.</p>
<p>Contract Administration</p>	<p>A system for contract administration shall be maintained to ensure contractor conformance with the terms, conditions and specifications of the contract and to ensure adequate and timely follow up of all purchases. Cooperators shall evaluate contractor performance and document, as appropriate, whether contractors have met the terms, conditions and specifications of the contract.</p>	<p>Applies to all CRs when procurement of goods and/or services are anticipated.</p>
<p>Contract Provision</p>	<p>The Cooperator shall include, in addition to provisions to define a sound and complete agreement, the following provisions in all contracts. The following provisions shall also be applied to subcontracts.</p> <p>(a) Contracts in excess of the simplified acquisition threshold shall contain contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances in which a contractor violates or breaches the contract terms, and provide for such remedial actions as may be appropriate.</p> <p>(b) All contracts in excess of the simplified acquisition threshold shall contain suitable provisions for termination by the Cooperator, including the manner by which termination shall be effected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.</p> <p>(c) All negotiated contracts (except those for less than the simplified acquisition threshold) awarded by Cooperators shall include a provision to the effect that the Cooperator, FAS, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.</p> <p>(d) All contracts, including small purchases, awarded by Cooperators and their contractors shall contain the</p>	<p>Applies to all CRs when procurement of goods and/or services are anticipated.</p>



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	procurement provisions of Appendix A, 2 CFR part 215, as applicable.	
Cooperator Responsibilities	The standards contained in this provision do not relieve the Cooperator of the contractual responsibilities arising under its contract(s). The Cooperator is the responsible authority, without recourse to FAS, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurements entered into in support of this Agreement. This includes disputes, claims, award protests, source evaluation or other matters of a contractual nature. Matters concerning violation of statute are to be referred to such Federal, State or local authority, as may have proper jurisdiction.	Applies to all CRs when procurement of goods and/or services are anticipated.
Cost and Price Analysis	Some form of cost or price analysis shall be made and documented in the procurement files in connection with every procurement action exceeding \$500. Price analysis may be accomplished in various ways, including the comparison of price quotations submitted, market prices and similar indicia, together with discounts. Cost analysis is the review and evaluation of each element of cost to determine reasonableness, allocability and allowability.	Applies to all CRs when procurement of goods and/or services are anticipated.
Davis-Bacon and Service Contract Act	Additionally, federal wage provisions (Davis-Bacon or Service Contract Act) are applicable to any contract developed and awarded under this Agreement where all or part of the funding is provided with FAS funds. Davis-Bacon wage rates apply on all public works contracts in excess of \$2,000 and Service Contract Act wage provisions apply to service contracts in excess of \$2,500.	Applies to all CRs when procurement of goods and/or services are anticipated.
Funding Supplies	Federal funding under this Agreement is available for reimbursement of the Cooperator's purchase of supplies. Equipment is defined as having a fair market value of \$5,000 or more per unit and a useful life of over one year. Supplies are those items that are not equipment.	Applies to all CRs when FAS is funding supplies.
Procurement Records	Procurement records and files for purchases in excess of the small purchase threshold shall include the following at a minimum: (a) Basis for contractor selection; (b) Justification for lack of competition when competitive bids or offers are not obtained; and (c) Basis for award cost or price.	Applies to all CRs when procurement of goods and/or services are anticipated.
Property Management	The Cooperator shall prepare and establish a program, for the receipt, use, maintenance, protection, custody, and care of equipment, materials, and supplies for which it has custodial responsibility, including the establishment of reasonable controls to enforce such program.	Applies to all CRs when procurement of equipment and/or supplies is anticipated.



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Standards of Conduct	<p>The Cooperator shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Cooperator shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subagreements. However, Cooperators may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Cooperator.</p>	Applies to all CRs when procurement of goods and/or services are anticipated.
Supplies and Other Expendable Property	<p>(a) Title to supplies and other expendable property shall vest in the Cooperator upon acquisition. If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other federally-sponsored project or program, the Cooperator shall retain the supplies for use on non-Federal sponsored activities or sell them, but shall, in either case, compensate the Federal Government for its share. The amount of compensation shall be computed in the same manner as for equipment.</p> <p>(b) The Cooperator shall not use supplies acquired with Federal funds to provide services to non-Federal outside organizations for a fee that is less than private companies charge for equivalent services, unless specifically authorized by Federal statute as long as the Federal Government retains an interest in the supplies.</p>	Applies to all CRs.
Tangible Personal Property	<p>The Cooperator is required to provide annual, award closeout, and disposition request reports related to their inventories of FAS furnished tangible personal property or those tangible personal property items acquired with funds under this award using the SF-428 cover sheet and either: Annual Report, SF428-A; Final (Award Closeout) Report, SF-428-B; and a Disposition Request/Report, SF-428-C. A Supplemental Sheet, SF-428S, may be used to provide detailed individual item information.</p> <p>Tangible personal property means property of any kind, except real property, that has physical existence. It includes equipment and supplies. It does not include copyrights, patents or securities.</p>	Applies to all CRs when procurement of supplies is anticipated.
Provision Title	Agency GT&C Provisions – Conditional Outside U.S. Activities	CR Instructions
International Air Travel and Transportation	<p>(a) In accordance with OMB Cost Principles, direct charges for foreign travel costs are allowable only when each foreign trip has received prior budget approval by the PM. Such approval will be deemed to have been met when:</p> <ol style="list-style-type: none"> (1) The trip is identified. Identification is accomplished by providing the following information: the number of trips, the number of individuals per trip, and the destination country(s); (2) The information noted at (1) above is incorporated in: the Cooperator’s project narrative, or mutually agreed amendments to this Agreement; and (3) The costs related to the travel are incorporated in the Cooperator’s revised budget, or in a subsequently approved budget to this Agreement. 	Applies to CRs that take place outside the U.S.



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	(b) Post award approval may be allowed, but only if the Grants Management Officer approves the travel, in writing.	
International Travel and the Fly America Act	The Fly America Act (49 U.S.C. 40118) requires that all air travel and shipments under this Agreement must be made on U.S. flag air carriers to the extent service by such carriers is available or reasonably available, as applicable. The Administrator of the General Services Administration (GSA) is authorized to issue regulations to implement the Act. Those regulations may be found at 41 CFR Part 301, and are hereby incorporated by reference into this Agreement.	Applies to CRs that take place outside the U.S.
Investment Promotion	<p>(a) No funds or other support provided hereunder may be used in a project or activity reasonably likely to involve the relocation or expansion outside of the United States of an enterprise located in the United States if non-U.S. production in such relocation or expansion replaces some or all of the production of, and reduces the number of employees at, said enterprise in the United States.</p> <p>(b) No funds or other support provided hereunder may be used in a project or activity the purpose of which is the establishment or development in a foreign country of any export processing zone or designated area where the labor, environmental, tax, tariff, and safety laws of the country would not apply, without the prior written approval of FAS.</p>	Applies to CRs that take place outside the U.S.
Nondiscrimination in International Programs	No U.S. citizen or legal resident shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this Agreement on the basis of race, color, national origin, age, handicap, or sex.	Applies to CRs that take place outside the U.S.
Procurement of Goods and Services Outside the United States	<p>When the project under this Agreement takes place outside the United States, then the following apply:</p> <p>(a) Authorized Source Requirement: The authorized sources for the procurement of goods and services are the United States, the District of Columbia, and areas of U.S.-associated sovereignty, including commonwealths, territories and possessions.</p> <p>(b) Eligibility Rules for Goods and Services Requirement:</p> <p>i. Ineligible and Restricted Goods and Services:</p> <p>(i) Ineligible Goods and Services. Under no circumstances shall the Cooperator procure any of the following under this Agreement:</p> <p>(A) Military equipment,</p> <p>(B) Surveillance equipment,</p> <p>(C) Commodities and services for support of police or other law enforcement activities,</p> <p>(D) Abortion equipment and services,</p> <p>(E) Luxury goods and gambling equipment, or</p> <p>(F) Weather modification equipment.</p> <p>(ii) Ineligible Suppliers. Funds provided under this Agreement shall not be used to procure any goods or services furnished by any firms or individuals whose name appears on the "Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs." See, www.epls.gov.</p> <p>(iii) Restricted Goods. The Cooperator shall not procure any of the following goods and services without the</p>	Applies to CRs that take place outside the U.S. and procurement of goods and/or services are anticipated.



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	<p>prior approval of the Grants Management Officer:</p> <ul style="list-style-type: none">(A) Agricultural commodities,(B) Motor vehicles,(C) Pharmaceuticals,(D) Pesticides,(E) Used equipment,(F) U.S. Government-owned excess property, or(G) Fertilizer, <p>(iv) Restricted Goods Exceptions. Prior approval will be deemed to have been met when:</p> <ul style="list-style-type: none">(A) The item is of U.S. source/origin;(B) The item has been identified and incorporated in the program description or schedule of the Agreement (initial or revisions), or modifications to the Agreement; and(C) The costs related to the item are incorporated in the approved budget of the Agreement. Where the item has not been incorporated into the Agreement as described above, a separate written authorization from the Grants Management Officer must be provided before the item is procured. <p>ii. Source and Nationality. When the total procurement element exceeds \$250,000, the following applies: Except as may be specifically approved or directed in advance by the Grants Management Officer, all goods and services financed with U.S. dollars, which will be reimbursed under the Agreement must meet the source and origin specified in the Agreement.</p> <p>iii. Printed or Audio-Visual Teaching Materials: If the effective use of printed or audio-visual teaching materials depends upon their being in the local language and if such materials are intended for technical assistance projects or activities financed by FAS in whole or in part and if other funds including U.S.-owned or U.S.-controlled local currencies are not readily available to finance the procurement of such materials, local language versions may be procured from the following sources, in order of preference:</p> <ul style="list-style-type: none">(i) The United States,(ii) The Cooperating Country. <p>iv. If FAS determines that the Cooperator has procured any of these goods or services under this Agreement contrary to these requirements, and has received payment for such purposes, the Grants Management Officer may require the Cooperator to refund the entire amount of the purchase. This requirement must be included in all subagreements which include procurement of goods or services which total over \$5,000.</p> <p>(c) Local Procurement Requirement:</p> <ul style="list-style-type: none">i. Financing local procurement involves the use of funds provided under this Agreement to finance the procurement of goods and services supplied by local businesses, dealers or producers, with payment normally being in the local country currency.ii. The Cooperator shall not finance local procurement for any goods and services unless such procurement is covered by the source and origin requirement or when one of the following exceptions applies:<ul style="list-style-type: none">(i) Locally available commodities of U.S. origin, which are otherwise eligible for financing, if the value of the transaction is estimated not to exceed \$100,000 exclusive of transportation costs.	
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	<ul style="list-style-type: none"> (ii) Commodities of any country origin, except foreign policy restricted countries, if the value of the transaction does not exceed the local currency equivalent of \$5,000. (iii) Professional Services Contracts estimated not to exceed \$250,000. (iv) Construction Services Contracts estimated not to exceed \$5,000,000. (v) Commodities and services available only in the local economy (no specific per transaction value applies to this category). This category includes the following items: <ul style="list-style-type: none"> (A) Utilities including fuel for heating and cooking waste disposal and trash collection; (B) Communications - telephone, telex, fax, postal and courier services; (C) Rental costs for housing and office space; (D) Petroleum, oils and lubricants for operating vehicles and equipment; (E) Newspapers, periodicals and books published locally; (F) Other commodities and services and related expenses that, by their nature or as a practical matter, can only be acquired, performed, or incurred locally, e.g., vehicle maintenance, hotel accommodations, etc. Any waiver must be approved and processed by the Grants Management Officer before the Cooperator finances such local procurement. All subagreements where local procurement of goods or services is a supported element must include this requirement. 	
<p>Regulations Governing Employees</p>	<ul style="list-style-type: none"> (a) The Cooperator's employees shall maintain private status and may not rely on local U.S. Government offices or facilities for support while under this Agreement. (b) The Cooperator's employees, while in a foreign country, are expected to show respect for its conventions, customs, and institutions, to abide by its applicable laws and regulations, and not to interfere in its internal political affairs. (c) In the event the conduct of any of the Cooperator's employees is not in accordance with the preceding paragraphs, the Cooperator's chief of party shall consult with the employee involved and the FAS Program Manager shall recommend to the Cooperator a course of action with regard to such employee. (d) The parties recognize the rights of the U.S. Ambassador to direct the removal from a country of any U.S. citizen or the discharge from this Agreement of any third country national when, in the discretion of the Ambassador, the interests of the United States so require. (e) If it is determined, either under (c) or (d) above, that the services of such employee should be terminated, the Cooperator shall use its best efforts to cause the return of such employee to the United States, or point of origin, as appropriate. 	<p>Applies to CRs that take place outside the U.S.</p>
<p>Security Issues</p>	<ul style="list-style-type: none"> (a) The Cooperator is encouraged to obtain the latest Department of State Travel Advisory Notices before traveling. These Notices are available to the general public and may be obtained directly from the State Department or via Internet. Where security is a concern in a specific region, Cooperators may choose to notify the US Embassy of their presence when they have entered the country. This may be especially important for long-term posting. (b) If security issues are affecting the Cooperator's ability to meet timelines and/or to substantially accomplish the goals and objectives established under this Agreement, then the Cooperator must contact FAS immediately. 	<p>Applies to CRs that take place outside the U.S.</p>



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Provision Title	Agency GT&C Provisions – Conditional Research and Related Assurances	CR Instructions
Agriculture Bioterrorism Protection Act	The Cooperator assures compliance with the Agriculture Bioterrorism Protection Act of 2002, as implemented at 7 CFR part 331 and 9 CFR part 121, by agreeing that it will not possess, use, or transfer any select agent or toxin without a certificate of registration issued by the Agency.	Applies to all CRs.
Animal Welfare Act	The Cooperator assures compliance with the Animal Welfare Act, as amended, 7 U.S.C. 2131, et seq., and the regulations promulgated there under by the Secretary of Agriculture (9 CFR, Subchapter A) pertaining to the care, handling, and treatment of warm-blooded animals held or used for research, teaching, or other activities supported by Federal funds. The Cooperator may request registration of facilities and a current listing of licensed dealers from the Regional Office of the Animal and Plant Health Inspection Service (APHIS), USDA, for the Region in which their facility is located. The location of the appropriate APHIS Regional Office, as well as information concerning this requirement, may be obtained by contacting the Senior Staff Officer, Animal Care Staff, USDA/APHIS, 4700 River Road, Riverdale, Maryland 20737.	Applies to all CRs when research, teaching, or other activities are anticipated.
Copyrighting	<p>(a) The Cooperator may copyright any work that is subject to copyright and was developed, by the Cooperator, or jointly by the Federal Government and the Cooperator, or for which ownership was purchased, under this Agreement. FAS reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so for Federal purposes. The Cooperator may not copyright text, photographs, or materials created by FAS or other USG employees on Government time and/or composed on Government equipment.</p> <p>(b) Cooperators are subject to applicable regulations governing patents and inventions, including governmentwide regulations issued by the Department of Commerce at 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.”</p> <p>(c) FAS has the right to:</p> <ol style="list-style-type: none"> (2) Obtain, reproduce, publish or otherwise use the data first produced under this Agreement; and (3) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. <p>(d)</p> <ol style="list-style-type: none"> (1) In addition, in response to a Freedom of Information Act (FOIA) request for research data relating to published research findings produced under this Agreement that were used by the Federal Government in developing an Agency action that has the force and effect of law, FAS shall request, and the Cooperator shall provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA. If FAS obtains the research data solely in response to a FOIA request, FAS may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect costs incurred by the Agency, the Cooperator, and applicable sub cooperators. This fee is in addition to any fees FAS may assess under the FOIA (5 U.S.C. 552(a)(4)(A)). (2) The following definitions apply for purposes of paragraph (d) of this provision: <ol style="list-style-type: none"> i. Research data is defined as the recorded factual material commonly accepted in the scientific 	Applies to all CRs when development or publication of any printed, audiovisual, or electronic material is contemplated.



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	<p>community as necessary to validate research findings, but not any of the following: preliminary analyses, drafts of scientific papers, plans for future research, peer reviews, or communications with colleagues. This “recorded” material excludes physical objects (e.g., laboratory samples). Research data also do not include:</p> <ul style="list-style-type: none"> (A) Trade secrets, commercial information, materials necessary to be held confidential by a researcher until they are published, or similar information which is protected under law; and (B) Personnel and medical information and similar information the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, such as information that could be used to identify a particular person in a research study. <p>ii. Published is defined as either when:</p> <ul style="list-style-type: none"> (A) Research findings are published in a peer-reviewed scientific or technical journal; (B) A Federal Agency publicly and officially cites the research findings in support of an Agency action that has the force and effect of law; or <p>Used by the Federal Government in developing an Agency action that has the force and effect of law is defined as when an Agency publicly and officially cites the research findings in support of an Agency action that has the force and effect of law.</p> <p>(e) All rights, title, and interest in any Subject Invention made solely by employee(s) of FAS shall be owned by FAS. All rights, title, and interest in any Subject Invention made solely by at least one (1) employee of FAS and at least one (1) employee of the Cooperator shall be jointly owned by FAS and the Cooperator, subject to the provisions of 37 CFR part 401.</p> <p>(f) FAS shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.</p>	
<p>Invention Disclosure and Utilization Reporting</p>	<p>The Cooperator shall report Invention Disclosures and Utilization information electronically via i-Edison Web Interface at: www.iedison.gov.</p>	<p>Applies to all CRs when research activities are anticipated.</p>
<p>Metric System of Measurement</p>	<p>Wherever measurements are required or authorized, they must be made, computed, and recorded in metric system units of measurement, unless otherwise authorized by the FAS Program Manager in writing when it has found that such usage is impractical or is likely to cause United States firms to experience significant inefficiencies or the loss of markets. Where the metric system is not the predominant standard for a particular application, measurements may be expressed in both the metric and the traditional equivalent units, provided the metric units are listed first.</p>	<p>Applies to all CRs involving research and/or publications.</p>
<p>Patent Rights</p>	<p>Each agreement awarded by the Cooperator to a small business firm, non-profit organization, or university which is to be performed in the United States, its possessions, or Puerto Rico and has as a purpose the performance of experimental, development, or research work, must contain the Patents Rights Provision.</p>	<p>Applies to all CRs when patents are anticipated.</p>



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	<p>(a) Definitions:</p> <ol style="list-style-type: none">(1) Invention. Any invention or discovery which is or may be patentable, or otherwise protectable under Title 35 of the United States Code (U.S.C.), or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321 et seq.).(2) Subject Invention. Any invention of the Cooperator conceived or first actually reduced to practice in the performance of work under this Agreement, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d) must also occur during the period of the Agreement performance.(3) Practical Application. To manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations available to the public on reasonable terms.(4) Made. When used in relation to any invention, the conception or first actual reduction to practice of such invention.(5) Small Business Firm. A small business concern as defined at section 2 of Public Law 85-536 (15 U.S.C. 632) and implementing regulations of the administrator of the Small Business Administration. For the purpose of this provision, the size standard for small business concerns involved in Government procurement and subgranting as 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.(6) Non-Profit Organization. A university or other institution of higher education or an organization of the type described in section 501 (c) (3) of the Internal Revenue Code of 1954 Internal Revenue Code (26 U.S.C. 501c) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a State nonprofit organization statute. <p>(b) Allocation of Principal Rights.</p> <ol style="list-style-type: none">(1) All rights, title, and interest in any Subject Invention made solely by employee(s) of FAS shall be owned by FAS.(2) All rights, title, and interest in any Subject Invention made solely by employee(s) of the Cooperator shall be owned by the Cooperator.(3) All rights, title, and interest in any Subject invention made jointly by at least one (1) employee of FAS and at least one (1) employee of the Cooperator shall be jointly owned by FAS and the Cooperator.(4) With respect to any subject invention in which the Cooperator retains title, the Federal Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States any subject invention throughout the world. <p>(c) Invention Disclosure, Election of Title and Filing of Patent Applications by the Cooperator.</p> <ol style="list-style-type: none">(1) The Cooperator shall disclose each subject invention to FAS within 2 months after the inventor discloses it in writing to personnel responsible for patent matters. The disclosure to FAS shall be in the form of a written report and must identify the agreement under which the invention was made and the inventor(s). It must be sufficiently complete in technical detail to convey a clear understanding, to the	
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	<p>extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electric characteristics of the invention. The disclosure must also identify any publication, on sale or public use of the invention, and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to FAS, the Cooperator shall promptly notify FAS of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Cooperator.</p> <p>(2) The Cooperator shall elect in writing whether or not to retain title to any such invention by notifying FAS within 2 years of disclosure by the Cooperator; provided that in any case where publication, on sale or public use has initiated the 1 year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by FAS to a date that is no more than 60 days prior to the end of the statutory period.</p> <p>(3) The Cooperator shall file its initial patent application on an elected invention within 1 year after election or, if earlier, prior to the end of any statutory period wherein valid protection can be obtained in the United States after publication, on sale, or public use. The Cooperator shall file patent applications in additional countries within either 10 months from the corresponding initial patent application or 6 months from the date permission is granted by the Commissioner of Patents and trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.</p> <p>(4) Requests for extension of the time for disclosure to FAS, election, and filing may, at the discretion of FAS, be granted.</p> <p>(d) Conditions when the Government May Obtain Title. The Cooperator shall convey to FAS, upon written request, title to any subject invention:</p> <p>(1) If the Cooperator fails to disclose or elect the subject invention within the times specified in item c herein or elects not to retain title; provided that FAS may only request title within 60 days after learning of the failure of the Cooperator to disclose or elect within the specified times.</p> <p>(2) In those countries in which the Cooperator fails to file patent applications within the times specified in item (c)(3) herein; provided, however, that if the Cooperator has/have filed a patent application in a country after the times specified in item (c)(3), but prior to its receipt of the written request of FAS, the Cooperator shall continue to retain title in that country.</p> <p>(3) In any country in which the Cooperator decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.</p> <p>(e) Minimum Rights to the Cooperator and Protection of the Contractor Right to File.</p> <p>(1) The Cooperator shall retain a nonexclusive, royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the Cooperator fails to disclose the subject invention within the times specified in item (c) herein. The Cooperator's license extends to its domestic subsidiaries and affiliates, if any, within the corporate structure of which the Cooperator is a party and includes the right to grant sublicenses of the same scope to the extent the Cooperator was legally</p>	
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	<p>obligated to do so at the time the agreement was awarded. The license is transferable only with approval of FAS, except when transferred to the successor of that party of the Cooperator's business to which the invention pertains.</p> <p>(2) The Cooperator's domestic license may be revoked or modified by FAS to the extent necessary to achieve expeditious practical application of the subject invention, pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR Part 404. This license will not be revoked in that field of use or the geographical areas in which the Cooperator has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of FAS to the extent the Cooperator, its licensees, or its domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.</p> <p>(3) Before revocation or modification of the license FAS shall furnish the Cooperator a written notice of its intention to revoke or modify the license, and the Cooperator shall be allowed 30 days (or such other time as may be authorized by FAS for good cause shown by the Cooperator) after the notice to show cause why the license should not be revoked or modified. The Cooperator has the right to appeal, in accordance with applicable regulations in 37 CFR Part 404 concerning the licensing Government-owned inventions, any decision concerning the revocation or modification of its license.</p> <p>(f) Action to Protect the Government's Interest</p> <p>(1) The Cooperator agrees to execute, or to have executed, and promptly deliver to FAS all agreements necessary to</p> <ul style="list-style-type: none">(i) Establish or confirm the rights the Government has throughout the world in those subject inventions to which the Cooperator elects to retain title, and(ii) Convey title to FAS when requested under paragraph (c) herein and to enable the Government to obtain patent protection throughout the world in that subject invention.(iii) The Cooperator agrees to require, by written agreement, its employees, other than clerical and non-technical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Cooperator each subject invention made under the disclose provisions of paragraph c herein and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject invention. This disclosure format should require, as a minimum, the information required by paragraph (c) above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by paragraph (c)(1). The Cooperator shall instruct such employees' agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to United States or foreign statutory bars. <p>(2) The Cooperator shall notify FAS of any decision not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any</p>	
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	<p>country, not less than 30 days before the expiration of the response period required by the relevant patent office.</p> <p>(3) The Cooperator agrees to include, within the specification of any United States patent application and any patent issuing thereon covering a subject invention, the following statement: This invention was made with the Government support under (insert FAS agreement number) awarded by FAS. The Government has certain rights in this invention.</p> <p>(g) Subcontracts</p> <p>(1) The Cooperator shall include this provision, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental, or research work to be performed by a small business firm or domestic nonprofit organization. The subcontractor shall retain all rights provided for the Cooperator in this provision, and the Cooperator shall not, as part of the consideration for awarding the subgrant or subcontract under the Agreement, obtain rights in the subgrantee's or subcontractor's subject inventions.</p> <p>(2) The Cooperator shall include in all other subcontracts the patent rights provision, regardless of tier, for experimental, developmental, or research work.</p> <p>(3) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the agency, subcontractors, and the contractor agree that the mutual obligations of the parties created by this provision constitute a contract between the subcontractor and the Federal agency with respect to those matters covered by this provision; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (j) of this provision.</p> <p>(h) Reporting on Utilization of Subject Invention. The Cooperator agrees to submit, on request, periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Cooperator or its licensees or assignees. Such reports must include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Cooperator, and such other data and information as FAS may reasonably specify. The Cooperator also agrees to provide additional reports as may be requested by FAS in connection with any march-in proceeding undertaken by FAS in accordance with paragraph (j) of this provision. As required by 35 U.S.C. 202(c)(5), FAS agrees it shall not disclose such information to persons outside the government without permission of the Cooperator.</p> <p>(i) Preference for United States Industry. Notwithstanding any other provision of this provision, the Cooperator agrees that neither it nor any assignee shall grant to any person the exclusive right to use or sell any subject invention in the United States unless such person agrees that any product embodying the subject invention will be manufactured substantially in the United States. However, in individual cases the requirement for such an agreement may be waived by FAS upon a showing by the Cooperator or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States, or that under the circumstances, domestic manufacture is not commercially feasible.</p>	
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	<p>(j) March-in-Rights. The Cooperator agrees that with respect to any subject invention in which it has acquired title, FAS has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of FAS to require the Cooperator, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Cooperator assignee, or exclusive licensee refuses such a request, FAS has the right to grant such a license itself if FAS determines that:</p> <ol style="list-style-type: none">(1) Such action is necessary because the Cooperator or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use;(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the Cooperator, assignee, or their licensees;(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Cooperator, assignee, or licensees; or(4) Such action is necessary because the agreement required by paragraph i of this provision has not been obtained or waived, or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement. <p>(k) Special Provisions for Contracts with Non-profit Organizations. If the Cooperator/contractor is a non-profit organization, it agrees that:</p> <ol style="list-style-type: none">(1) Rights to a subject invention in the United States may not be assigned without the approval of FAS, except where such assignment is made to an organization which has as one of its primary functions the management of inventions provided that such assignee shall be subject to the same provisions as the Cooperator.(2) The Cooperator shall share royalties collected on a subject invention with the inventor, including Federal employee coinventors (when FAS deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10.(3) The balance of any royalties or income earned by the Cooperator with respect to subject inventions, after payment of expense (including payments to inventor) incidental to the administration of subject inventions will be utilized for the support of scientific research or education; and(4) It shall make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it shall give preference to a small business firm when licensing a subject invention if the Cooperator determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the Cooperator is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give preference in any specific case will be at the discretion of the Cooperator. However, the Cooperator agrees that the Secretary may	
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	<p>review the Cooperator’s licensing program and decisions regarding small business applicants, and the Cooperator shall negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary’s review discloses that the Cooperator could take reasonable steps to implement more effectively the requirements of this paragraph.</p> <p>(I) Communication</p> <p>(1) Communications relating to the administration of this provision and disclosure statements should be directed to the GMO.</p> <p>(2) Practice statements are also made to the Patent Advisor.</p> <p>NOTE: Exceptions for Not Using the Patent Rights Provision:</p> <ul style="list-style-type: none"> i. When the agreement is for the operation of a federally funded research and development center of a government-owned production facility; ii. In exceptional circumstances when it is determined by FAS that restriction or elimination of the right to retain title to any subject invention shall better promote the policy and objective of Title 35, Chapter 18 of the United States Code; or iii. When it is determined by a Government authority which is authorized by statute or Executive Order to conduct foreign intelligence or counter intelligence activities that the restriction or elimination of the right to retain title to any subject invention is necessary to protect the security of such activities. <p>(3) Any determination under this provision must be in writing and accompanied by a written statement of facts and must contain such information as FAS field office deems relevant and, at a minimum, must:</p> <ul style="list-style-type: none"> i. Identify the small business firm or nonprofit organization involved. ii. Describe the extent to which FAS action restricted or eliminated the right to retain title to a subject invention. iii. State the facts and rationale supporting FAS action. iv. Provide supporting documentation for those facts and rationale. v. Indicate the nature of any objections to FAS action and provide any documentation in which those objections appear. A copy of each such determination and written statement of facts must be sent to the Director, Fiscal and Public Safety, Washington Office, for review and forwarded to the Comptroller General of the United States within 30 days after the award of the applicable agreement. In some cases of determinations applicable to agreements with small business firms, copies must also be sent to the Chief Counsel for advocacy of the Small Business Administration. 	
Protection of Human Subjects	<p>The Cooperator assures compliance with the following provisions regarding the rights and welfare of human subjects:</p> <p>(a) The Cooperator is responsible for safeguarding the rights and welfare of any human subjects involved in research, development, and related activities supported by this Agreement. The Cooperator may conduct research involving human subjects only as prescribed in the statement of work and as approved by the Cooperator’s</p>	Applies to all CRs when research, development , and related activities are anticipated.



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	<p>Cognizant Institutional Review Board. Prior to conducting such research, the Cooperator shall obtain and document a legally sufficient informed consent from each human subject involved. No such informed consent shall include any exculpatory language through which the subject is made to waive, or to appear to waive, any of his or her legal rights, including any release of the Cooperator or its agents from liability for negligence.</p> <p>(b) The Cooperator agrees to comply with U.S. Department of Health and Human Services’ regulations regarding human subjects, appearing in 45 CFR part 46 (as amended).</p> <p>(c) It will comply with FAS policy, which is to assure that the risks do not outweigh either potential benefits to the subjects or the expected value of the knowledge sought.</p> <p>(d) Selection of subject or groups of subjects shall be made without regard to sex, race, color, religion, or national origin unless these characteristics are factors to be studied.</p>	
<p>Recombinant DNA Research</p>	<p>The Cooperator assures that it will assume primary responsibility for implementing proper conduct on recombinant DNA research and it will comply with the National Institute of Health Guidelines for Recombinant DNA Research, as revised.</p> <p>If the Cooperator wishes to send or receive registered recombinant DNA material which is subject to quarantine laws, permits to transfer this material into the U.S. or across state lines may be obtained by contacting USDA/APHIS/PPQ, Scientific Services— Biotechnology Permits, 4700 River Road, Unit 133, Riverdale, Maryland 20737. In the event that the Cooperator has not established the necessary biosafety committee, a request for guidance or assistance may be made to the USDA Recombinant DNA Research Officer.</p>	<p>Applies to all CRs when DNA research is anticipated.</p>
<p>Research Misconduct</p>	<p>(a) The Cooperator bears the primary responsibility for prevention and detection of research misconduct and for the inquiry, investigation and adjudication of research misconduct alleged to have occurred in association with their own institution.</p> <p>(b) The Cooperator and its employees shall comply with the Code of Scientific Ethics of USDA. See, http://www.fs.fed.us/research/publications/fs_code_of%20scientific_ethics.pdf.</p> <p>(c) The Cooperator shall:</p> <ol style="list-style-type: none"> (1) Maintain procedures for responding to allegations or instances of research misconduct that has the following components: <ol style="list-style-type: none"> (i) Objectivity; (ii) Due process; (iii) Whistle blower protection; (iv) Confidentiality; (v) Timely resolution; (2) Promptly conduct an inquiry into any allegation of research misconduct; (3) Conduct an investigation if an inquiry determines that the allegation or apparent instance of research misconduct has substance; (4) Provide appropriate separation of responsibilities between those responsible for inquiry and investigation, and those responsible for adjudication; (5) Advise FAS of outcome at end of inquiries and investigations into allegations or instances of research 	<p>Applies to all CRs when research activities are anticipated.</p>



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	<p>misconduct; and</p> <p>(6) Upon request, provide FAS, upon request, hard copy (or website address) of their policies and procedures related to research misconduct.</p> <p>(d) Research misconduct or allegations of research misconduct shall be reported to the USDA Research Integrity Officer (RIO) and/or to the USDA, Office of Inspector General (OIG) Hotline.</p> <p>(1) The USDA RIO can be reached at: USDA Research Integrity Officer, 214–W Whitten Building, Washington, DC 20250, Telephone: 202–720–5923, Email: researchintegrity@usda.gov</p> <p>(2) The USDA OIG Hotline can be reached on: 1–800–424–9121.</p>	
	<p>(3)</p>	

Questions? Please contact your FAS Program Manager Point of Contact listed on your award document.