



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

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Provision Title	Administrative GT&C - Mandatory	Instructions
Accounting System Requirements	<p>(a) Prior to FAS' initial payment to the Recipient, the Recipient 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) Recipients' 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 Recipient shall not be required to establish an accrual accounting system. These Recipients 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. Recipients 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 Recipient from the U.S. Treasury and the issuance or redemption of a check, warrant or payment by other means for program purposes by the Recipient. 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. 	Applies to all CAs and DGs.
Accounting, Audit, and Records	<p>(a) The Recipient 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</p>	Applies to all CAs and DGs.



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	<p>program. Unless otherwise notified, the Recipient's records and sub Recipient'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> <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 Recipients or sub Recipients 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 Recipients. The cost of agreed-upon procedures to monitor sub Recipients 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>	
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<p>Agreement Closeout</p>	<ul style="list-style-type: none"> (a) The Recipient shall close out the Agreement within 90 days after expiration or notice of termination. (b) Any unobligated balance of cash advanced to the Recipient 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 CAs and DGs.</p>
<p>Allowable Costs</p>	<ul style="list-style-type: none"> (a) The Recipient 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 Recipient 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 Recipient'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 Recipient 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 Recipient or paid by the Recipient to any sub Recipient 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 Recipient must inform FAS, through the Grants Management Officer, of all applicable indirect cost rate adjustments. 	<p>Applies to all CAs and DGs.</p>
<p>Applicability of Federal Financial Assistance 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"; 	<p>Applies to all CAs and DGs.</p>



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	<ul style="list-style-type: none"> (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” (h) 37 CFR part 401.14, “Standard Patent Rights Clause”; (i) 15 U.S.C. 205a <i>et seq.</i>, “The Metric Conversion Act, as amended by the Omnibus Trade and Competitiveness Act”; (j) 42 U.S.C. 6962, “Resource Conservation and Recovery Act (RCRA)”; (k) 49 U.S.C. 40118 <i>et seq.</i>, “Fly America Act”; (l) 8 USC 1324a, “Immigration and Nationality Act”; (m) OMB Circular A-21, “Cost Principles for Educational Institutions” codified at 2 CFR 220; (n) 5 U.S.C. 552, “Freedom of Information Act”; (o) Executive Order (EO) 13513, “Federal Leadership on Reducing Text Messaging While Driving”; (p) 41 U.S.C. 22, “Interest of Members of Congress”; (q) 40 U.S.C. 3141-3148, “the Davis–Bacon Act”; and, (r) Other laws, regulations, Executive Orders, and other applicable requirements, which are hereby incorporated in this Agreement. 	
Disputes	<p>Whenever disputes, disagreements or misunderstanding arise regarding issues under this Agreement, the Recipient 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 Recipient 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 Recipient under any statute or regulations applicable to the action involved. The Recipient’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 Recipient 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 Recipient 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 CAs and DGs.
Endorsement	<p>Any of the Recipient’s contributions made under this Agreement do not by direct reference or implication convey FAS endorsement of the Recipient's products or activities.</p>	Applies to all CAs and DGs.
Enforcement	<p>(a) Remedies for noncompliance. If a Recipient materially fails to comply with the terms and conditions of an award, whether stated in a Federal statute, regulation, assurance, application, or</p>	Applies to all CAs and DGs.



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	<p>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 Recipient 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 Recipient resulting from obligations incurred by the Recipient 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 Recipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if paragraphs (b)(1) and (2) of this provision apply.</p> <ol style="list-style-type: none"> (1) The costs result from obligations which were properly incurred by the Recipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancellable. (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. (3) Relationship to debarment and suspension. The enforcement remedies identified in this provision, including suspension and termination, do not preclude a Recipient from being subject to debarment and suspension under 2 CFR part 180 and part 417. 	
<p>Modifications</p>	<p>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.</p>	<p>Applies to all CAs and DGs.</p>
<p>Non-Liability</p>	<p>FAS does not assume liability for any third-party claims for damages arising out of this Agreement. Subrecipients, subawardees, and contractors have no privity of contract with FAS under the terms of this Agreement.</p>	<p>Applies to all CAs and DGs.</p>
<p>Notices</p>	<p>Any notice given by FAS or the Recipient 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:</p> <p>To FAS: FAS Program Manager and FAS Grants Manager Officer, at the address specified in this Agreement.</p> <p>To the Recipient: The Recipient'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.</p>	<p>Applies to all CAs & DGs. May incorporate actual addresses here along with specific names.</p>



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Overpayment	<p>(a) Any funds paid to the Recipient in excess of the amount to which the Recipient 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> <ul style="list-style-type: none"> (6) Making an administrative offset against other requests for reimbursements, or (7) Taking other action permitted by statute. (31 U.S.C. 3716 and 7 CFR, part 3, Subpart B). <p>(b) The following must also be considered as a debt or debts owed by the Recipient to FAS:</p> <ul style="list-style-type: none"> (1) Any royalties or other special classes of program income which, under the provisions of the Agreement, are required to be returned. <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>	Applies to all CAs and DGs.
Participation in Similar Activities	This Agreement in no way restricts FAS or the Recipient from participating in similar activities with other public or private agencies, organizations, and individuals.	Applies to all CAs and DGs.
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 Recipient, 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 CAs and DGs.
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) Recipients are required to report deviations from budget and program plans, and request prior approvals for budget and program plan revisions.</p> <p>(c) Recipients shall request prior approvals from FAS for one or more of the following program or budget related reasons.</p> <ul style="list-style-type: none"> (1) Incur pre-award costs up to 90 days prior to award date. All preaward costs are incurred at the Recipient’s risk (i.e., FAS is under no obligation to reimburse such costs if for any reason the Recipient 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 Recipient 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 	Applies to all CAs and DGs.



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	<p>vice versa.</p> <ul style="list-style-type: none"> (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 Recipient to hire or appoint technical staff under this Agreement, the Recipient 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 Recipient’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. (12) The transfer of funds allotted for training allowances (direct payment to trainees) to other categories of expense. (13) Advertising. 	
<p>Program Management</p>	<ul style="list-style-type: none"> (a) The Recipient shall monitor the performance of the Agreement activities to ensure that performance goals are being achieved. (b) Recipients 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. (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. (d) FAS reserves the right to perform site visits at Recipient locations. (e) Recipients 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 CAS and DGs.</p>
<p>Project Supervision and Responsibilities</p>	<ul style="list-style-type: none"> (a) The Recipient is solely responsible and accountable for the performance and conduct of all Recipient employees assigned to the project, including, but not limited to personnel, performance and time management issues. FAS does not have authority to supervise Recipient employees or engage in the employer employee relationship. (b) The Recipient 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 	<p>Applies to all CAS and DGs.</p>



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	any assistance needed to resolve the situation.	
Responsibility for Making and Monitoring Subawards	<p>(a) The Recipient shall make subawards only to responsible sub Recipients 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 Recipient shall insert a statement in the subaward that in all instances where FAS is mentioned, the Recipient's name will be substituted.</p> <p>(c) The Recipient shall monitor its subawards and contracts in compliance with the requirements for sub Recipient 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 CAs and DGs.
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> <ol style="list-style-type: none"> (1) 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; (2) Records for tangible property acquired with Federal funds shall be retained for 3 years after final disposition; (3) When records are transferred to or maintained by FAS, the 3- year retention requirement is not applicable to the Recipient; (4) 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>	Applies to all CAs and DGs.



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	<p>(d) FAS will request transfer of certain records to its custody from Recipients when it determines that the records possess long-term retention value. However, in order to avoid duplicate record keeping, FAS may make arrangements for Recipients 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 Recipients 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 Recipient’s personnel for the purpose of interview and discussion related to such documents. The Recipient 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 Recipient shall disclose its records that are pertinent to an award until the Recipient 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> <p style="padding-left: 40px;">(1) <i>If submitted for negotiation.</i> If the Recipient submits to FAS or the sub Recipients submits to the Recipient 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.</p> <p style="padding-left: 40px;">(2) <i>If not submitted for negotiation.</i> If the Recipient is not required to submit to FAS or the sub Recipients is not required to submit to the Recipient 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.</p>	
Revision of Budget	<p>(a) The approved agreement budget in Attachment C is the financial expression of the recipient's program as approved by FAS, pending approval of any subsequent budget.</p> <p>(b) The recipient 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> <p style="padding-left: 40px;">(1) To change the scope or the objectives of the program and/or revise the funding allocated among program objectives.</p> <p style="padding-left: 40px;">(2) To change a key person where specified in the awarding document, or allow a 25% reduction in time devoted to the project.</p> <p style="padding-left: 40px;">(3) Additional Federal funding is needed.</p>	Applies to all CAs and DGs.



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	<p>(4) Where indirect costs have been authorized, the recipient plans to transfer funds budgeted for indirect costs to absorb increases in direct costs or vice versa.</p> <p>(5) The inclusion of costs that require prior approval in accordance with the applicable set of federal Cost Principles.</p> <p>(6) The transfer of funds allotted for training allowances (direct payment to trainees) to other categories of expense.</p> <p>(c) FAS is under no obligation to reimburse the recipient 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 recipient in writing of the increase and specify the new total obligated amount.</p>																								
Rules of the Workplace	<p>Recipient 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.</p>	<p>Applies to all CAs and DGs when Recipients work at FAS' (or USDA) facilities.</p>																							
Subrecipient Notification	<p>The Recipient shall require subrecipients under this Agreement to comply with the terms and conditions and the following cost principle and audit requirements, as applicable:</p> <table border="1" data-bbox="569 818 1560 1317" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2" style="text-align: center;">SUBRECIPIENT TYPE</th> <th colspan="2" style="text-align: center;">APPLICABLE COST PRINCIPLES, and AUDIT REQUIREMENTS</th> </tr> <tr> <th style="text-align: center;">Cost Principles</th> <th style="text-align: center;">Audit Requirements</th> </tr> </thead> <tbody> <tr> <td>Non-profits</td> <td style="text-align: center;">2 CFR Part 230</td> <td style="text-align: center;">A-133</td> </tr> <tr> <td>State governments (when Recipient is a non-State)</td> <td style="text-align: center;">2 CFR Part 225</td> <td style="text-align: center;">A-133</td> </tr> <tr> <td>Local and Tribal governments (when Recipient is a non-State)</td> <td style="text-align: center;">2 CFR Part 225</td> <td style="text-align: center;">A-133</td> </tr> <tr> <td>State agencies</td> <td style="text-align: center;">2 CFR Part 225</td> <td style="text-align: center;">A-133</td> </tr> <tr> <td>Universities</td> <td style="text-align: center;">2 CFR Part 220</td> <td style="text-align: center;">A-133</td> </tr> <tr> <td>Profit-makers</td> <td style="text-align: center;">Federal Acquisition Regulations (FAR) 31.2</td> <td style="text-align: center;">Agency</td> </tr> </tbody> </table>	SUBRECIPIENT TYPE	APPLICABLE COST PRINCIPLES, and AUDIT REQUIREMENTS		Cost Principles	Audit Requirements	Non-profits	2 CFR Part 230	A-133	State governments (when Recipient is a non-State)	2 CFR Part 225	A-133	Local and Tribal governments (when Recipient is a non-State)	2 CFR Part 225	A-133	State agencies	2 CFR Part 225	A-133	Universities	2 CFR Part 220	A-133	Profit-makers	Federal Acquisition Regulations (FAR) 31.2	Agency	<p>Applies to all CAs and DGs.</p>
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Tangible Personal Property	<p>The Recipient 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;</p>	<p>Applies to all CAs and DGs.</p>																							



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	<p>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>	
<p>Termination</p>	<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> <ol style="list-style-type: none"> (1) When FAS and the Recipient agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. (2) By 30 days written notification by the Recipient to FAS setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated. (3) By FAS, if the Recipient materially fails to comply with the terms and conditions of the Agreement. (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>(b) Upon termination of the Agreement, the Recipient 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 Recipient for the United States Federal share of the non-cancelable obligations properly incurred by the Recipient up to the effective date of the termination. The Recipient shall refund excess funds to FAS within 60 days after the effective date of termination.</p>	<p>Applies to all CAs and DGs.</p>
<p>The Recipient Shall Pt. 1</p>	<p>(a) The PI 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; (6) Assure that appropriate acknowledgements of support are included in all publications; (7) Assure that inventions are appropriately reported; and (8) Provide FAS with a project plan for use for external peer review. <p>(b) {Recipient Specific Performance Requirements}</p>	<p>Applies to all CAs and DGs.</p>



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Provision Title	Administrative GT&C – Conditional Program Income	Instructions
Program Income	<ul style="list-style-type: none"> (a) The Recipient shall apply the standards set forth in this Provision to account for program income earned under the award/agreement. (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. (c) Unless the terms and conditions of the award/agreement provide otherwise, Recipients shall have no obligation to the U.S. Government regarding program income earned after the end of the project period. (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. (e) Unless the terms and conditions of the award/agreement provide otherwise, Recipients 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. 	Applies to all CAs and DGs when program income is anticipated.
Provision Title	Administrative GT&C – Conditional Publications	Instructions
Publications and Acknowledgment of Support	<ul style="list-style-type: none"> (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 Federal financial assistance activity or contract under such an agreement. <ul style="list-style-type: none"> (1) Recipients shall acknowledge FAS support, whether cash or in-kind, 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. (recipient should enter the applicable agreement number here).” (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 	Applies to all CAs and DGs when publication of any printed, audiovisual, or electronic material is contemplated.



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	<p>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.”</p> <p>(3) Any public or technical information related to work carried out under an award 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.</p> <p>(4) The recipient, or its designees, is not authorized to develop and publish documents that could be sold and distributed for profit.</p> <p>(b) <i>Media.</i> Recipients shall acknowledge FAS support, as indicated in § 1550.25(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 recipient 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.</p> <p>(c) <i>Audiovisual.</i> 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.</p> <p>(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.</p> <p>(2) If FAS determines that the recipient has ownership, then the recipient is not subject to USDA approvals and the governmentwide audiovisual contracting procedures.</p> <p>(3) FAS must obtain a copy of the recipient'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.</p> <p>(d) <i>Printing.</i> Title 7, United States Code, section 3318(b) does not preclude the applicability of Government Printing Office regulations when Federal dollars are used for printing, regardless of whether the printing is accomplished by the cooperator or by contract.</p> <p>(e) <i>Miscellaneous.</i></p> <p>(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</p>	
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	<p>agreement and with lists of other written work produced under the grant or cooperative agreement.</p> <p>(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: <i>“In accordance with Federal law and U.S. 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.”</i> 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: <i>“This institution is an equal opportunity provider.”</i></p>	
Provision Title	Administrative GT&C – Conditional Contract	Instructions
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 CAs and DGs when procurement of goods and/or services are anticipated.
Funding Equipment and Supplies	Federal funding under this Agreement is available for reimbursement of the Recipient’s purchase of equipment and 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 CAs & DGs when FAS is funding supplies.
Provision Title	Administrative GT&C – Conditional Research	Instructions
Copyrighting	<p>(a) The Recipient may copyright any work that is subject to copyright and was developed, by the Recipient, or jointly by the Federal Government and the Recipient, 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 Recipient 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) Recipients are subject to applicable regulations governing patents and inventions, including governmentwide regulations issued by the Department of Commerce at 37 CFR part 401, “Rights</p>	Applies to all CAs and DGs when development or publication of any printed, audiovisual, or electronic material is contemplated.



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	<p>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">(1) Obtain, reproduce, publish or otherwise use the data first produced under this Agreement; and(2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. <p>(d) (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 Recipient 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 Recipient, and applicable sub Recipients. This fee is in addition to any fees FAS may assess under the FOIA (5 U.S.C. 552(a)(4)(A)).</p> <p>(2) The following definitions apply for purposes of paragraph (d) of this provision:</p> <ol style="list-style-type: none">(i) Research data is defined as the recorded factual material commonly accepted in the scientific 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:<ol 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.(ii) Published is defined as either when:<ol 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(C) 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	
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	<p>has the force and effect of law.</p> <p>(D) 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 Recipient shall be jointly owned by FAS and the Recipient, subject to the provisions of 37 CFR part 401.</p> <p>(E) 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>Patent Rights</p>	<p>Each agreement awarded by the Recipient 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>(a) Definitions:</p> <ol style="list-style-type: none"> (1) <u>Invention</u>. 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) <u>Subject Invention</u>. Any invention of the Recipient 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) <u>Practical Application</u>. 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) <u>Made</u>. When used in relation to any invention, the conception or first actual reduction to practice of such invention. (5) <u>Small Business Firm</u>. 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) <u>Non-Profit Organization</u>. 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 	<p>Applies to all CAs and DGs when patents are anticipated.</p>



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	<p>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> <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 Recipient shall be owned by the Recipient.(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 Recipient shall be jointly owned by FAS and the Recipient.(4) With respect to any subject invention in which the Recipient 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 Recipient.</p> <ol style="list-style-type: none">(1) The Recipient 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 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 Recipient 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 Recipient.(2) The Recipient shall elect in writing whether or not to retain title to any such invention by notifying FAS within 2 years of disclosure by the Recipient; 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.(3) The Recipient 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.	
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	<p>The Recipient 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 Recipient shall convey to FAS, upon written request, title to any subject invention:</p> <p>(1) If the Recipient 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 Recipient to disclose or elect within the specified times.</p> <p>(2) In those countries in which the Recipient fails to file patent applications within the times specified in item (c)(3) herein; provided, however, that if the Recipient 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 Recipient shall continue to retain title in that country.</p> <p>(3) In any country in which the Recipient 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 Recipient and Protection of the Contractor Right to File.</p> <p>(1) The Recipient shall retain a nonexclusive, royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the Recipient fails to disclose the subject invention within the times specified in item (c) herein. The Recipient's license extends to its domestic subsidiaries and affiliates, if any, within the corporate structure of which the Recipient is a party and includes the right to grant sublicenses of the same scope to the extent the Recipient was legally 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 Recipient's business to which the invention pertains.</p> <p>(2) The Recipient'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 Recipient 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 Recipient, its licensees, or its domestic subsidiaries or affiliates have failed to</p>	
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	<p>achieve practical application in that foreign country.</p> <p>(3) Before revocation or modification of the license FAS shall furnish the Recipient a written notice of its intention to revoke or modify the license, and the Recipient shall be allowed 30 days (or such other time as may be authorized by FAS for good cause shown by the Recipient) after the notice to show cause why the license should not be revoked or modified. The Recipient 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 Recipient 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 Recipient 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 Recipient 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 Recipient 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 Recipient 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 Recipient 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 country, not less than 30 days before the expiration of the response period required by the relevant patent office.</p> <p>(3) The Recipient 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</p>	
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	<p>invention.</p> <p>(g) Subcontracts</p> <p>(1) The Recipient 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 Recipient in this provision, and the Recipient 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 Recipient 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 Recipient 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 Recipient 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 Recipient, and such other data and information as FAS may reasonably specify. The Recipient 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 Recipient.</p> <p>(i) Preference for United States Industry. Notwithstanding any other provision of this provision, the Recipient 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 Recipient 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> <p>(j) March-in-Rights. The Recipient agrees that with respect to any subject invention in which it has</p>	
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	<p>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 Recipient, 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 Recipient 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 Recipient 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 Recipient, 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 Recipient, 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 Recipient/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 Recipient.(2) The Recipient 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 Recipient 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 Recipient 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 Recipient 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	
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	<p>case will be at the discretion of the Recipient. However, the Recipient agrees that the Secretary may review the Recipient's licensing program and decisions regarding small business applicants, and the Recipient shall negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the Recipient could take reasonable steps to implement more effectively the requirements of this paragraph.</p> <p>(l) 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> <p>(i) When the agreement is for the operation of a federally funded research and development center of a government-owned production facility;</p> <p>(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</p> <p>(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> <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> <p>(i) Identify the small business firm or nonprofit organization involved.</p> <p>(ii) Describe the extent to which FAS action restricted or eliminated the right to retain title to a subject invention.</p> <p>(iii) State the facts and rationale supporting FAS action.</p> <p>(iv) Provide supporting documentation for those facts and rationale.</p> <p>(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.</p>	
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<p>Research Misconduct</p>	<p>(a) The Recipient 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 Recipient 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 Recipient 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 misconduct; and (6) Upon request, provide FAS, upon request, hard copy (or website address) of their policies and procedures related to research misconduct. <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> <ol style="list-style-type: none"> (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. (2) The USDA OIG Hotline can be reached on: 1–800–424–9121. 	<p>Applies to all CAs and DGs when research activities are anticipated.</p>
<p>USDA Guidelines for Quality of Information</p>	<p>This agreement is subject to the “Guidelines for Ensuring and Maximizing the Quality, Objectivity, Utility, and Integrity of Information Disseminated by Federal Agencies; Republication” and the “USDA Guidelines for Quality of Information” which are found at http://www.fs.fed.us/goi/.</p>	<p>Applies to all CAs and DGs.</p>



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Provision Title	Administrative GT&C – Conditional International	Instructions
Security Issues	<p>(a) The Recipient 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, Recipients 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.</p> <p>(b) If security issues are affecting the Recipient’s ability to meet time lines and/or to substantially accomplish the goals and objectives established under this Agreement, then the Recipient must contact FAS immediately.</p>	Applies to CAs and DGs that take place outside the U.S.
Provision Title	National Policy GT&C – Mandatory	Instructions



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<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 recipient acknowledges that it: (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 debaring official of the United States Department of Agriculture has considered suspension or debarment of the recipient 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 recipient fails to comply with these provisions, [insert agency name] will annul this agreement and may recover any funds the recipient has expended in violation of sections 738 and 739.</p>	<p>Applies to all CAs and DGs.</p>
<p>Budget</p>	<p>The Recipient shall to the extent possible use this budget to carry out the activities under this agreement. Any deviation must comport with applicable regulations and other terms and conditions of this award. If this agreement includes any supplemental budgetary requirements, such as a detailed project budget, budget narrative, and/or other applicable budgetary requirement, then this budget must be used in a manner consistent with the totality of supplemental budget requirements.</p>	<p>This provision is required for CA & DG.</p>



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	Budget								
	<i>COST ELEMENTS (Direct Costs)</i>	<i>FAS Contributions</i>		<i>Recipients' Contributions</i>			<i>GROSS TOTAL BY LINE</i>		
		<i>Non Cash</i>	<i>Cash</i>	<i>Non Cash</i>	<i>Third Party</i>				
				<i>Non-Fed</i>	<i>Fed</i>				
<i>Personnel</i>									
<i>Fringe Benefit</i>									
<i>Domestic Travel</i>									
<i>Foreign Travel</i>									
<i>Equipment</i>									
<i>Supplies</i>									
<i>Contractual</i>									
<i>Materials</i>									
<i>Printing</i>									
<i>Other</i>									
<i>Subtotal</i>									
<i>Recipient Indirect Costs</i>									
<i>FAS Indirect Costs</i>									
<i>Gross Total</i>									

<p>Building and Computer Access by Non-U.S. Foreign Agricultural Service Personnel</p>	<p>The Recipient 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 CAs and DGs when the Recipient or their subcontractors will have unescorted access to USDA/FAS facilities or computer systems. Prior to granting access to the computer system or facility, contact FAS Information Security & Risk Management Branch.</p>
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<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 Recipient 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 Recipients 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. 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 Recipient. 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 Recipient 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 Recipient award to an eligible sub Recipient.(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	<p>Applies to all CAs and DGs, except to avoid compromising classified information or national security or jeopardizing the personal safety of the entity's clients.</p>
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	<p>Non-Profit Organizations").</p> <p>(iii) A subaward may be provided through any legal agreement, including an agreement that you consider a contract.</p> <p>(5) Sub Recipient 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 Recipient 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 Recipient 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 Recipient must include this provision, or a similar one, as term or condition in any lower tier covered transaction.</p>	<p>Applies to all CAs and DGs.</p>
<p>Drug-Free Workplace</p>	<p>(a) The recipient agrees to comply with 7 CFR Part 3021 "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)." The recipient will make a good faith effort, on a continuing basis, to maintain a drug-free workplace. As part of that effort, the recipient will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any project/program that receives federal funding. The statement must:</p> <ul style="list-style-type: none"> (1) Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace; (2) Specify the actions the recipient will take against employees for violating that prohibition; and (3) Let each employee know that, as a condition of employment under any instrument, he or she <ul style="list-style-type: none"> i. Must abide by the terms of the statement, and ii. Must notify you in writing if he or she is convicted for a violation of a criminal drug statute occurring in the workplace, and must do so no more than five calendar days after the conviction. <p>(b) The recipient agrees that it will establish an ongoing drug-free awareness program to inform employees about:</p> <ul style="list-style-type: none"> (1) The dangers of drug abuse in the workplace; (2) Your policy of maintaining a drug-free workplace; (3) Any available drug counseling, rehabilitation and employee assistance programs; and (4) The penalties that you may impose upon them for drug abuse violations occurring in the workplace. 	<p>Applies to all CAs and DGs.</p>



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	<ul style="list-style-type: none"> (c) The policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this Agreement, or the completion date of this Agreement, whichever occurs first, unless the recipient obtains FAS' express written approval. (d) The recipient agrees to immediately notify FAS if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the Agreement number of each instrument on which the employee worked. The notification must be sent to FAS within ten calendar days after the recipient learns of the conviction. (e) Within 30 calendar days of learning about an employee's conviction, the recipient must either: <ul style="list-style-type: none"> (1) Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or (2) Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency. 	
Eligible Workers	As related to workers hired for employment within the United States, the Recipient 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 Recipient 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.	Applies to all CAs and DGs.
Financial Status Reporting	The Recipient shall submit original, {Financial Reporting Schedule} financial reports using form SF-425, Federal Financial Report, (and Federal Financial Report Attachment SF-425A, if required for reporting multiple transactions), to the FAS Program Manager. These reports are due no later than 30 calendar days after the reporting period, unless otherwise agreed upon in writing. This form shall, inter alia, include a report of federal cash transactions. The final financial status report, using form SF-425 (and SF-425A, if applicable), must be submitted no later than 90 days from the expiration or termination date of the Agreement. These forms may be found at www.whitehouse.gov/omb/grants_forms .	Applies to all CAs and DGs.
Freedom of Information Act (FOIA)	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).	Applies to all CAs and DGs.



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<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 Recipient 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 Recipient 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 Recipient obligations under paragraph 1, the Recipient will take the following steps:<ul style="list-style-type: none">(i) Before providing any material support or resources to an individual or entity, the Recipient will verify that the individual or entity does not appear:(ii) 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(iii) On any supplementary list of prohibited individuals or entities that may be provided by FAS to the Recipient.(iv) The Recipient 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 Recipient 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 Recipient will consider all information about that individual or entity of which it is aware or that is available to the public.(3) The Recipient will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity. <p>(c) For purposes of this Certification:</p> <ul style="list-style-type: none">(1) “Material support and resources” means currency or monetary instruments or financial	<p>Applies to all CAs and DGs.</p>
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	<p>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> <ul style="list-style-type: none"> (i) 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 (ii) An act of premeditated, politically motivated violence perpetrated against noncombatant targets by subnational groups or clandestine agents; or (iii) 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>(3) "Entity" means a partnership, association, corporation, or other organization, group or subgroup.</p>	
Members of U.S. Congress	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.	Applies to all CAs and DGs.
Nondiscrimination	<p>The Recipient 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>	Applies to all CAs and DGs.



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	<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 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 Recipient should post within a common area of their offices a copy of the "Justice for All" poster, AD-475A.</p>	
<p>Positions of Influence</p>	<p>The Recipient 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.</p>	<p>Applies to all CAs and DGs.</p>
<p>Program Performance Reports</p>	<p>The Recipient shall submit original, {Performance Reporting Schedule} performance reports using SF-PPR, Performance Progress Reports, to the FAS Program Manager with a copy to the Grants Management Officer. The Recipient must provide the SF-PPR.. These reports are due no later than 30 days after the reporting period. The final performance report shall be submitted either with the Recipient's final payment request, or separately, but not later than 90 days from the expiration or termination date of the Agreement. The SF-PPR Performance Narrative section shall contain information on the following:</p> <p>(a) A comparison of actual accomplishments with the goals and objectives established for the period and the findings of the principal investigator.</p> <p>(b) Reasons why established goals were not met, if appropriate.</p>	<p>Applies to all CAs and DGs.</p>



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	(c) Other pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.	
Questionnaires and Survey Plans	The Recipient 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 CAs and DGs, 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.fsr.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.fsr.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 subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and</p>	<p>Applies to all CAs and DGs 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>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 award is made, and annually thereafter.</p> <p>(c) Reporting of Total Compensation of Subrecipient Executives.</p> <p>(1) Applicability and what to report. Unless you are exempt as provided in paragraph (d) of this provision, for each first-tier subrecipient under this Agreement, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—</p> <p>(i) in the subrecipient's preceding fiscal year, the subrecipient received—</p> <p>(A) 80 percent or more of its 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>(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 (and subawards); and</p> <p>(ii) 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 subrecipient executive total compensation described in paragraph (c)(1) of this provision:</p> <p>(i) To the recipient.</p> <p>(ii) By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month</p>	
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	<p>of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.</p> <p>(d) Exemptions</p> <p>If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:</p> <ul style="list-style-type: none">(i) Subawards, and(ii) The total compensation of the five most highly compensated executives of any subrecipient. <p>(e) Definitions. For purposes of this provision:</p> <ul style="list-style-type: none">(1) Entity means all of the following, as defined in 2 CFR part 25:<ul 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;(v) A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.(2) Executive means officers, managing partners, or any other employees in management positions.(3) Subaward:<ul 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 recipient award to an eligible subrecipient.(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 or a subrecipient considers a contract.(4) Subrecipient means an entity that:<ul style="list-style-type: none">(i) Receives a subaward from you (the recipient) under this award; and(ii) Is accountable to you for the use of the Federal funds provided by the subaward.(5) Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):<ul style="list-style-type: none">(i) Salary and bonus.(ii) Awards of stock, stock options, and stock appreciation rights. Use the dollar	
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	<p>amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.</p> <ul style="list-style-type: none"> (iii) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees. (iv) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans. (v) Above-market earnings on deferred compensation which is not tax-qualified. (vi) Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000. 	
Safeguarding U.S. Funds	<p>The Recipient shall establish safeguards to ensure that U.S. Federal funds are properly spent. The Recipient shall ensure that funds are not used for any partisan or political activity purposes (whether domestic or foreign), including, but not limited to:</p> <ul style="list-style-type: none"> (a) Supporting election, referendum, initiative, or similar procedure; (b) Influencing the outcomes of elections; (c) introducing legislation; (d) Influencing government officials to engage in similar lobbying activity; (e) 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; (f) 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; (g) 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. <p>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 Recipient's signatory official shall complete Standard Form LLL, Disclosure of Lobbying Activities, in accordance with its instructions and submit 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.</p>	Applies to all CAs and DGs.



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<p>Text Messaging While Driving</p>	<p>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: 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 Recipients 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.</p>	<p>Applies to all CAs and DGs.</p>
<p>Trafficking In Persons</p>	<p>(1) Provisions applicable to a recipient that is a private entity.</p> <p>(a) You as the recipient, your employees, subrecipients under this Agreement, and subrecipients’ employees may not—</p> <ul style="list-style-type: none"> (i) Engage in severe forms of trafficking in persons during the period of time that the Agreement is in effect; (ii) Procure a commercial sex act during the period of time that the Agreement is in effect; or (iii) Use forced labor in the performance of the Agreement or subawards under the Agreement. <p>(b) We as the Federal awarding agency may unilaterally terminate this Agreement, without penalty, if you or a subrecipient that is a private entity —</p> <ul style="list-style-type: none"> (i) Is determined to have violated a prohibition in paragraph 1.a of this Agreement term; or (ii) Has an employee who is determined by the agency official authorized to terminate the Agreement to have violated a prohibition in paragraph 1.a of this Agreement term through conduct that is either— <ul style="list-style-type: none"> (A) Associated with performance under this Agreement; or (B) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 7 CFR 3017. <p>(2) Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this Agreement, without penalty, if a subrecipient that is a private entity—</p> <ul style="list-style-type: none"> (a) Is determined to have violated an applicable prohibition in paragraph 1.a of this Agreement term; or (b) Has an employee who is determined by the agency official authorized to terminate 	<p>Applies to all CAs and DGs.</p>



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	<p>the Agreement to have violated an applicable prohibition in paragraph 1.a of this Agreement term through conduct that is either—</p> <ul style="list-style-type: none">(i) Associated with performance under this Agreement; or(ii) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 7 CFR 3017.(iii) Provisions applicable to any recipient. <p>(c) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph 1.a of this Agreement term.</p> <p>(d) Our right to terminate unilaterally that is described in paragraph 1.b or 2 of this section:</p> <ul style="list-style-type: none">(i) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and(ii) Is in addition to all other remedies for noncompliance that are available to us under this Agreement. <p>(e) You must include the requirements of paragraph 1.a of this Agreement term in any subaward you make to a private entity.</p> <p>(3) Definitions. For purposes of this Agreement term:</p> <ul style="list-style-type: none">(a) “Employee” means either:<ul style="list-style-type: none">(i) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Agreement; or(ii) Another person engaged in the performance of the project or program under this Agreement and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.(b) “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.(c) “Private entity”:<ul style="list-style-type: none">(i) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.(ii) Includes:<ul style="list-style-type: none">(A) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).	
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	<p>(B) A for-profit organization.</p> <p>(d) “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).</p>	
U.S. Government Employment Status	In no event shall the Recipient or its subrecipients be considered as employees of the United States government, unless authorized by Federal Statute.	Applies to all CAs and DGs.
Provision Title	National Policy GT&C – Conditional International	Instructions
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 CAs and DGs that take place outside the U.S.



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<p>International Air Travel and Transportation</p>	<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 Recipient's project narrative, or mutually agreed amendments to this Agreement; and (3) The costs related to the travel are incorporated in the Recipient's revised budget, or in a subsequently approved budget to this Agreement. <p>(b) Post award approval may be allowed, but only if the Grants Management Officer approves the travel, in writing.</p>	<p>Applies to CAs and DGs that take place outside the U.S.</p>
<p>Investment Promotion</p>	<p>(a) No funds or other support provide 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>	<p>Applies to CAs and DGs that take place outside the U.S.</p>
<p>Nondiscrimination in International Programs</p>	<p>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.</p>	<p>Applies to CAs and DGs that take place outside the U.S.</p>
<p>Regulations Governing Employees</p>	<ol style="list-style-type: none"> (a) The Recipient'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 Recipient'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 Recipient's employees is not in accordance with the preceding paragraphs, the Recipient's chief of party shall consult with the employee involved and the FAS Program Manager shall recommend to the Recipient 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 	<p>Applies to all CAs and DGs.</p>



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	terminated, the Recipient shall use its best efforts to cause the return of such employee to the United States, or point of origin, as appropriate.	
Provision Title	National Policy GT&C – Conditional Research	Instructions
Agriculture Bioterrorism Protection Act	The Recipient 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 CAs and DGs.
Animal Welfare Act	The Recipient 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 Recipient 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 CAs and DGs when research, teaching, or other activities are anticipated.
Invention Disclosure and Utilization Reporting	The Recipient shall report Invention Disclosures and Utilization information electronically via i-Edison Web Interface at: www.iedison.gov .	Applies to all CAs and DGs when research activities are anticipated.
Metric System of Measurement	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.	Applies to all CAs involving research and/or publications.
Protection Of Human Subjects	The Recipient assures compliance with the following provisions regarding the rights and welfare of human subjects: (a) The Recipient is responsible for safeguarding the rights and welfare of any human subjects involved in research, development, and related activities supported by this Agreement. The Recipient may conduct research involving human subjects only as prescribed in the statement of work and as approved by the Recipient’s Cognizant Institutional Review Board. Prior to conducting such research, the Recipient shall obtain and document a legally sufficient	Applies to all CAs and DGs when research, development and related activities are anticipated.



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	<p>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 Recipient or its agents from liability for negligence.</p> <p>(b) The Recipient 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 Recipient 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 Recipient 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 Recipient 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 CAs and DGs when DNA research is anticipated.</p>

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