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| <p>1. Applicability of 2 CFR 200 as adopted by USDA through 2 CFR part 400</p> | <p>The provisions of 2 CFR 200 as adopted by USDA through 2 CFR part 400 will apply to all Federal awards made after December 26, 2014. The General Terms and Conditions below will apply for all grants and cooperative agreements made after December 26, 2014.</p> <p>The provisions of 2 CFR 200 as adopted by USDA through 2 CFR part 400 and the General Terms and Conditions below will not retroactively change the terms and conditions for funds a non-Federal entity has already received (i.e. grants and cooperative agreements made prior to December 26, 2014). However, if a grant or cooperative agreement made previous to December 26, 2014 has post-December 26, 2014 funds added to it (i.e. via amendment), the provisions of 2 CFR 200 as adopted by USDA through 2 CFR part 400 and the General Terms and Conditions below will now apply to the Federal award, and not the pre-December 26, 2014 General Terms and Conditions.</p> <p>Practically speaking, the provisions in 2 CFR 200 as adopted by USDA through 2 CFR part 400 will result in FAS changing its entity-wide policies (for example to payroll or procurement systems). These changes would therefore impact not only Federal awards made after December 26, 2014, but also existing and older Federal awards.</p> <p><b>For Federal awards made prior to December 26, 2014 and that have not had post-December 26, 2014 funds added to the Federal award, the older FAS General Terms and Conditions can be found <a href="#">here (HYPERLINK)</a>.</b></p> |  |
| <p>2. Order of Precedence</p>  | <p>In the event of any inconsistency between provisions of the award, the inconsistency will be resolved by giving precedence in the following order:</p>   |  |

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|  | <ul style="list-style-type: none"> <li>• Applicable laws and statutes of the United States, including any specific legislative provisions mandated in the statutory authority for the award.</li> <li>• Code of Federal Regulations (CFR)</li> <li>• Standard terms and conditions of the award document</li> <li>• Application documents</li> </ul>   |                                    |
| <p>3. Non-Federal entity (NFE)</p>       | <p>As defined in 2 CFR 200.69, a non-Federal entity (NFE) means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out the Federal award as a recipient or subrecipient.</p> <p>The NFE must in addition to the assurances and certifications made as a part of the Federal award, comply with all applicable terms and conditions during the project period. Failure to comply may result in actions as outlined in Remedies for Noncompliance under the Enforcement section of this part.</p>  |                                    |
| <p>4. Accounting System Requirements</p> | <p>(a) Prior to FAS' initial payment to the NFE, the NFE 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) The NFE's financial management systems shall provide for the following:</p> <p>(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 NFE shall not be required to establish an accrual accounting system. The NFE shall develop such accrual data through best estimate for their reports on the basis of an analysis of the documentation on hand.</p> <p>(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.</p> <p>(3) Effective control over and accountability for all funds,</p> | <p>Applies to all CAs and DGs.</p> |

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|  | <p>property and other assets. NFEs shall adequately safeguard all such assets and assure they are used solely for authorized purposes.</p> <p>(4) Comparison of outlays with budget amounts for each Federal award. Whenever appropriate, financial information should be related to performance and unit cost data.</p> <p>(5) Written procedures to minimize the time elapsing between the transfer of funds to the NFE from the U.S. Treasury and the issuance or redemption of a check, warrant or payment by other means for program purposes by the NFE. 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."</p> <p>(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 Federal award.</p> <p>(7) Accounting records including cost accounting records that are supported by source documentation.</p> |                                    |
| <p>5. Accounting, Audit, and Records</p> | <p>(a) NFEs are responsible for obtaining audits in accordance with the audit requirements of 2 CFR 200.500 through 200.521. In addition, NFEs are subject to the audit requirements found in the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507).</p> <p>(b) The NFE shall maintain financial records, supporting documents, statistical records and all other records pertinent to the Federal award in accordance with Generally Accepted Accounting Principles formally prescribed by the United States to sufficiently substantiate charges to this Federal award. Accounting records that are supported by documentation shall at a minimum be adequate to show all costs incurred under the Federal</p>   | <p>Applies to all CAs and DGs.</p> |

award, receipt, and use of goods and services acquired under the Federal award, the costs of the program supplied from other sources, and the overall progress of the program. Unless otherwise notified, the recipient's records and subrecipient's records which pertain to this Federal award 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.

(b) A NFE that expends \$750,000 or more during their fiscal year in Federal awards, i.e. as Recipients or subrecipients of Federal grants or cooperative agreements, or as cost reimbursable subcontractors of Federal grants or cooperative agreements, must have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR 200 Subpart F - Audit Requirements.

(c) A NFE that expends less than \$750,000 during their fiscal year in Federal awards, i.e. as Recipients or subrecipients of Federal grants or cooperative agreements, or as cost reimbursable subcontractors of Federal grants or cooperative agreements, is exempt from Federal audit and requirements for that year except as noted in 2 CFR 200.503 Relation to other audit requirements, but records must be available for review or audit by FAS officials, the pass-through entity, and the Government Accountability Office (GAO).

(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.

(e) Organizations that provide FAS resources to other organizations to carry out FAS program and activities shall be responsible for monitoring their subcontractors or subrecipients. The cost of agreed-upon procedures to monitor subrecipients who are exempted from the requirements of the Single Audit Act and 2 CFR 200, Subpart F – Audit Requirements are allowable, subject to the conditions listed in 2 CFR 200.422 (c) (1)-(3).

(f) The audit report must be completed and the Data

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|                                  | <p>Collection Form (Form SF-SAC) and reporting package must be submitted to FAS within 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period. No audit costs may be charged to this Federal award if audits have not been made in accordance with the terms of 7 CFR Part 3052. All auditees are to submit their audit reports directly to the Federal Audit Clearinghouse (FAC). The SF-SAC and reporting package MUST be submitted electronically to FAC: <a href="http://harvester.census.gov/sac/">http://harvester.census.gov/sac/</a>. Any future updates to the location of the FAC may be found at the OMB website.</p> <p>(g) 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>(h) This provision in its entirety shall be incorporated into all subawards with non-U.S. organizations that meet the \$750,000 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 \$750,000 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 2 CFR 200.</p> |                                    |
| <p>6. Federal Award Closeout</p> | <p>(a) As outlined in 2 CFR 300.343, the Federal award closeout is the process by which the NFE and FAS or pass-through entity determine that all required work of the Federal award and all necessary administrative actions have been completed.</p> <p>(b) Unless FAS grants an extension, the NFE must submit the following no later than 90 calendar days after the end date of the period of performance:</p> <p>(1) Final Financial Report;</p>   | <p>Applies to all CAs and DGs.</p> |

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|  | <p>(2) Final Performance Report; and</p> <p>(3) Other reports as required by or identified in the terms and conditions.</p> <p>(c) The NFE must liquidate all obligations incurred under the Federal award not later than 90 calendar days after the end of the period of performance.</p> <p>(d) Any unobligated balance of cash advanced to the NFE shall be immediately refunded to FAS, including any interest (to HHS PMS), or other relevant law or regulation.</p> <p>(e) FAS or the pass-through entity must complete close out actions no later than one year after receipt and acceptance of all required final reports. The one year period begins once FAS receives the final reports.</p> <p>(f) In the event a final audit has not been performed prior to the closeout of the Federal award, 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.</p> <p>(g) Failure to close out a Federal award according to the provisions of this Federal award in a timely manner may result in adverse actions.</p> <p>(h) Post-Closeout Adjustments and Continuing Responsibilities. As outlined in 2 CFR 200.344, the closeout of a Federal award does not affect any of the following:</p> <p>(1) The rights of FAS or the pass-through entity to disallow costs and recover funds because of a later audit or other review. Any disallowance determinations and notifications made by FAS or the pass-through entity must be made within the record retention period.</p> <p>(2) The obligation of the NFE to return any funds as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments.</p> <p>(3) Audit requirements as required in the "Accounting, Audit, and Records" section of this part and 2 CFR</p> |  |
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|                                   | <p>200.500 through 200.521.</p> <p>(4) Property management and disposition requirements in 2 CFR 200.310 through 200.316</p> <p>(5) Records retention as required in the “Retention and Access Requirements for Records” section of this part and 2 CFR 200.333.</p>   |                                    |
| <p>7.<br/>Allowable<br/>Costs</p> | <p>(a) Allowable costs shall be determined in accordance with the cost-principles as outlined in 2 CFR Part 200/400 through 200.475 applicable to the NFE incurring the costs.</p> <p>(b) The NFE shall be reimbursed for costs incurred in carrying out the purposes of this Federal award which are determined by the Grants Management Officer to be reasonable, allocable, and allowable in accordance with the terms of this Federal award and the applicable cost principles in effect on the date of this Federal award. The NFE 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 NFE's responsibility to ensure that costs incurred are in accordance to the relevant federal Cost Principles.</p> <p>(1) Reasonable costs. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. The question of reasonableness is particularly important when the NFE is predominately federally-funded. In determining reasonableness of a given cost, consideration must be given to:</p> <p>(i) Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the NFE or the proper efficient performance of the Federal award.</p> <p>(ii) The restraints or requirements imposed by such factors as: sound business practices; arm’s-length bargaining; Federal, state and other laws and regulations;</p> | <p>Applies to all CAs and DGs.</p> |

and terms and conditions of the Federal award.

(iii) Market prices for comparable goods or services for the geographic area.

(iv) Whether the individuals concerned acted with prudence in the circumstances considering their responsibilities to the NFE, its employees, where applicable, its students or membership, the public at large, and the Federal government.

(v) Whether the NFE significantly deviates from its established practices and policies regarding the incurrence of costs, which may unjustifiably increase the Federal award's cost.

(2) Allocable Costs. A cost is allocable to a particular Federal award or other cost objective if the goods or services involved are chargeable or assignable to that Federal award or cost objective in accordance with relative benefits received.

(i) This standard is met if the cost:

(A) Is incurred specifically for the Federal award;

(B) Benefits both the Federal award and other work of the NFE and can be distributed in proportions that may be approximated using reasonable methods; and

(C) Is necessary to the overall operation of the NFE and is assignable in part to the Federal award in accordance with the principles in this subpart.

(ii) All activities which benefit from the NFE's indirect (F&A) cost, including unallowable activities and donated services by the NFE or third parties, will receive an appropriate allocation of indirect costs.

(iii) Any cost allocable to a particular Federal award under the principles provided for in this Part may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition

would not preclude the NFE from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

(iv) Direct cost allocation principles. If a cost benefits two or more projects or activities in proportions that can be determined without undue effort or cost, the cost should be allocated to the projects based on the proportional benefit. If the cost benefits two or more projects or activities or activities in proportions that cannot be determined because of the interrelationship of the work involved, then notwithstanding paragraph (iii) of this section, the costs may be allocated or transferred to benefitted projects on any reasonable documented basis. Where the purchase of equipment or other capital asset is specifically authorized under the Federal award, the costs are assignable to the Federal award regardless of the use that may be made of the equipment or other capital asset involved when no longer needed for the purpose which it was originally required. See also 2 CFR Part 200.310 Insurance coverage through 2 CFR Part 200.316 Property trust relationship and 2 CFR Part 200.439 Equipment and other capital expenditures.

(v) If the contract is subject to CAS, costs must be allocated to the contract pursuant to the Cost Accounting Standards. To the extent that CAS is applicable, the allocation of costs in accordance with CAS takes precedence over the allocation provisions of this part.

(b) Prior to incurring a questionable or unique cost, the NFE shall obtain the Grants Management Officer's written determination on whether the cost will be allowable.

(c) No funds provided under this Federal award shall be earned or kept as profit or fee by the Recipient or any subrecipient under this Federal award. However, funds may be used to pay subcontractors profit or fees under this Federal award.

(d) Failure to comply with indirect cost rate requirements may lead to substantial overpayments or underpayments.

(e) The NFE must inform FAS, through the Grants

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|  | <p>Management Officer, of all applicable indirect cost rate adjustments.</p>  |                                    |
| <p>8. <a href="#">Applicability of Federal Financial Assistance Requirements, Part 1</a></p> | <p>The NFE of the Federal award agrees to comply with the following regulations, as applicable. The full text of Code of Federal Regulations (CFR) references may be found at: <a href="#">eCFR — Code of Federal Regulations</a>.</p> <ul style="list-style-type: none"> <li>(a) 2 CFR Part 25, “Universal Identifier and Central Contractor Registration”;</li> <li>(b) 2 CFR Part 170, “Reporting Subaward and Executive Compensation Information”;</li> <li>(c) 2 CFR Part 175, “Award Term for Trafficking in Persons”;</li> <li>(d) 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)”;</li> <li>(e) 2 CFR Part 182, “Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)”;</li> <li>(f) 2 CFR Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”;</li> <li>(g) 2 CFR Part 400, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”;</li> <li>(h) 2 CFR Part 415, “General Program Administrative Regulations”;</li> <li>(i) 2 CFR Part 416, “General Program Administrative Regulations for Grants and Cooperative Agreements to State and Local Governments”;</li> <li>(j) 2 CFR Part 417, “Nonprocurement Debarment and Suspension”;</li> <li>(k) 2 CFR Part 418, “New Restrictions on Lobbying”;</li> </ul> | <p>Applies to all CAs and DGs.</p> |

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|  | <ul style="list-style-type: none"><li>(l) 2 CFR Part 421, “Requirements for Drug-Free Workplace (Financial Assistance)”;</li><li>(m) 7 CFR part 3015.175(b), “Copyrights”;</li><li>(n) 37 CFR part 401.14, “Standard Patent Rights Clause”;</li><li>(o) Executive Order 13224, as amended, “Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism”;</li><li>(p) Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving”;</li><li>(q) 41 U.S.C. §§ 351 – 358, “the McNamara-O'Hara Service Contract Act of 1965”</li><li>(r) 15 U.S.C. 205a <i>et seq.</i>, “The Metric Conversion Act, as amended by the Omnibus Trade and Competitiveness Act”;</li><li>(s) 42 U.S.C. 6962, “Resource Conservation and Recovery Act (RCRA)”;</li><li>(t) 49 U.S.C. 40118 <i>et seq.</i>, “Fly America Act”;</li><li>(u) 8 USC 1324a, “Immigration and Nationality Act”;</li><li>(v) 5 U.S.C. 552, “Freedom of Information Act”;</li><li>(w) 41 U.S.C. 22, “Interest of Members of Congress”;</li><li>(x) 40 U.S.C. 3141-3148, “the Davis–Bacon Act”; and,</li><li>(y) P.L. 109-282, “Federal Financial Accountability and Transparency Act of 2006” and P.L. 113-101, “Digital Accountability and Transparency Act of 2014”;</li><li>(z) Other laws, regulations, Executive Orders, and other applicable requirements, which are hereby incorporated into this Federal award.</li></ul> |  |
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| <p>9. Conflict of Interest</p>                   | <p>As outlined in 2 CFR 200.112 and 2 CFR 400.2, the NFE must disclose in writing any potential conflict of interest to FAS or the pass-through entity in accordance with applicable FAS policy.</p>   |                                    |
| <p>10. Cost Sharing or Matching Requirements</p> | <p>If the Federal award has specific cost-sharing or matching requirements, as outlined in 2 CFR Part 200.306, contributions must meet <b>all</b> of the following criteria:</p> <ul style="list-style-type: none"> <li>(1) Are verifiable from the NFE's records;</li> <li>(2) Are not included as contributions for any other Federal award;</li> <li>(3) Are necessary and reasonable for accomplishment of project or program objectives;</li> <li>(4) Are allowable under 2 CFR 200.400 through 200.475;</li> <li>(5) Are not paid by the Federal government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs; and</li> <li>(6) Are provided for in the approved budget when required by FAS.</li> </ul> <p>Unrecovered indirect costs, including indirect costs on cost sharing or matching may be included a part of cost sharing or matching only with the prior approval of the USDA awarding agency.</p> |                                    |
| <p>11. Disputes</p>                              | <p>Whenever disputes, disagreements or misunderstanding arise regarding issues under this Federal award, the NFE 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 NFE may submit, in writing, a disputed claim or issue to the FAS Deputy Administrator for the Division administering the Federal award, or their designee, for a decision. No hearing will be provided, unless another hearing, appeal, or other administrative proceeding is</p>   | <p>Applies to all CAs and DGs.</p> |

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|                            | <p>available to the NFE under any statute or regulations applicable to the action involved. The NFE'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 NFE 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 NFE 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>   |                                    |
| <p>12.<br/>Endorsement</p> | <p>Any of the NFE's contributions made under this Federal award do not by direct reference or implication convey FAS endorsement of the NFE's products or activities.</p>  | <p>Applies to all CAs and DGs.</p> |
| <p>13.<br/>Enforcement</p> | <p>(a) Remedies for noncompliance. As outlined in 2 CFR 200.338, if a NFE materially fails to comply with Federal statutes, regulations or the terms and conditions of the FAS Federal award, FAS or the pass-through entity may impose additional conditions, as described in 2 CFR 200.207 Specific conditions. If FAS or the pass-through entity determines that noncompliance cannot be remedied by imposing additional conditions, FAS or the pass-through entity may take one or more of the following actions, as appropriate in the circumstances:</p> <p>(1) Temporarily withhold cash payments pending correction of the deficiency by the NFE or more severe enforcement action by FAS or the pass-through entity.</p> <p>(2) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.</p> <p>(3) Wholly or partly suspend or terminate the Federal award.</p> <p>(4) Withhold further Federal awards for the project or program.</p> | <p>Applies to all CAs and DGs.</p> |

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|                          | <p>(5) Initiate suspension or debarment proceedings as authorized under 2 CFR Part 180 and FAS regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by FAS).</p> <p>(6) Take other remedies that may be legally available.</p> <p>(b) Effects of suspension and termination. Costs of a NFE resulting from obligations incurred by the NFE during a suspension or after termination of a Federal award or subaward are not allowable unless FAS expressly authorizes them in the notice of suspension or termination or thereafter. Other NFE 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> <p>(1) The costs result from obligations which were properly incurred by the NFE before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancellable.</p> <p>(2) The costs would be allowable if the Federal award were not suspended or expired normally at the end of the funding period in which the termination takes effect.</p> <p>(c) Relationship to debarment and suspension. The enforcement remedies identified in this provision, including suspension and termination, do not preclude a NFE from being subject to debarment and suspension under 2 CFR part 180 and part 417.</p> |  |
| <p>14.<br/>Equipment</p> | <p>(a) In accordance with 2 CFR 200.313:</p> <p>(1) Title. Title to equipment acquired under the Federal award will vest upon acquisition to the NFE. Unless a statute specifically authorizes FAS to vest title in the NFE without further obligation to the government, and FAS elects to do so, the title must be a conditional title. Title must vest to the recipient subject to the following conditions:</p> <p>(i) Use the equipment for the authorized purpose(s) of the project until funding for the project ceases, or until</p>   |  |

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|  | <p>the property is no longer needed for the purposes of the project.</p> <p>(ii) Not encumber the property without approval of FAS or the pass-through entity.</p> <p>(iii) Use and dispose of the property in accordance with paragraphs (b), (c) and (e) of this section.</p> <p>(2) A state must use, manage and dispose of equipment acquired under the Federal award by the state in accordance with state laws and procedures.</p> <p>(b) Other NFEs must follow paragraphs (1) through (3) below:</p> <p>(1) Use.</p> <p>(i) Equipment must be used by the NFE in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by the Federal award, and the NFE must not encumber the property without prior approval of FAS. When equipment is no longer needed for the original program or project, the equipment may be used in other activities supported by FAS, in the following order or priority:</p> <p>(A) Activities under the Federal award from FAS which funded the original program or project, then</p> <p>(B) Activities under Federal awards from other Federal awarding agencies, including consolidated equipment for information technology systems.</p> <p>(ii) During the time that equipment is used on the project or program for which it was acquired, the recipient must also make equipment available for use on other projects or programs currently or previously supported by the Federal government, provided that such use will not interfere with the work on the projects or program for which it was originally acquired.</p> <p>(iii) The NFE must not use equipment acquired with</p> |  |
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the Federal award to provide services for a fee that is less than private companies charge for equivalent services unless specifically authorized by Federal statute for as long as the Federal government retains an interest in the equipment.

(iv) When acquiring replacement equipment, the NFE may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property.

(2) Management requirements. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under the Federal award, until disposition takes place will, at a minimum, meet the following requirements:

(i) Property records must be maintained that include description of the property, a serial number or their identification number, the source of funding for the property (including the Federal Award Identification Number (FAIN)), who holds the title, acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

(ii) A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.

(iii) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft must be investigated.

(iv) Adequate maintenance procedures must be developed to keep the property in good condition.

(v) If the NFE is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

|                                | <p>(3) Disposition. When the original or replacement equipment acquired under the Federal award is no longer needed for the original project or program or for other activities currently or previously supported by a Federal awarding agency, except as otherwise provided in Federal statutes, regulations or Federal awarding agency disposition instructions, the NFE must request disposition instructions from FAS if required by the terms and conditions of the Federal award. Disposition of the equipment will be made in accordance with FAS disposition instructions outlined in 2 CFR 200.313(e)(1) through (4).</p>  |                           |                        |                          |            |                       |          |                    |         |                        |            |  |
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| <p>15. Extensions</p>          | <p>As outlined in 2 CFR 200.308(d)(2), the NFE may initiate a one-time extension of the period of performance by up to 12 months. The NFE must notify FAS in writing with the supporting reasons and revised period of performance at least 10 calendar days before the end of the period of performance specified in the Federal award. The one-time extension may not be exercised merely for the purpose of using unobligated balances.</p>  |                           |                        |                          |            |                       |          |                    |         |                        |            |  |
| <p>16. Financial Reporting</p> | <p>As outlined in 2 CFR 200.327, the NFE must submit financial status reports by the frequency required in the terms and conditions of the Federal award, but no less frequently than annually nor more frequently than quarterly except in unusual circumstances by the USDA awarding agency.</p> <p>The NFE must submit the completed Federal Financial Report (FFR) SF-425 to FAS 30 calendar days after the reporting period in accordance with the following schedule:</p> <table data-bbox="414 1507 1198 1690"> <thead> <tr> <th><u>Quarterly Schedule</u></th> <th><u>Report Due Date</u></th> </tr> </thead> <tbody> <tr> <td>October 1 to December 31</td> <td>January 31</td> </tr> <tr> <td>January 1 to March 31</td> <td>April 30</td> </tr> <tr> <td>April 1 to June 30</td> <td>July 31</td> </tr> <tr> <td>July 1 to September 30</td> <td>October 31</td> </tr> </tbody> </table> | <u>Quarterly Schedule</u> | <u>Report Due Date</u> | October 1 to December 31 | January 31 | January 1 to March 31 | April 30 | April 1 to June 30 | July 31 | July 1 to September 30 | October 31 |  |
| <u>Quarterly Schedule</u>      | <u>Report Due Date</u>  |                           |                        |                          |            |                       |          |                    |         |                        |            |  |
| October 1 to December 31       | January 31  |                           |                        |                          |            |                       |          |                    |         |                        |            |  |
| January 1 to March 31          | April 30  |                           |                        |                          |            |                       |          |                    |         |                        |            |  |
| April 1 to June 30             | July 31   |                           |                        |                          |            |                       |          |                    |         |                        |            |  |
| July 1 to September 30         | October 31  |                           |                        |                          |            |                       |          |                    |         |                        |            |  |
| <p>17. Indirect costs</p>      | <p>As outlined in 2 CFR Part 200.414 (e), any NFE that has never had a negotiated indirect cost rate may use a de minimis rate of 10% of modified total direct costs (MTDC) which may be used indefinitely. As outlined in Appendix</p>   |                           |                        |                          |            |                       |          |                    |         |                        |            |  |

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|  | <p>VII paragraph (D)(1)(b) to 2 CFR Part 200, this does not apply to States and Local Governments and Indian Tribes that receives more than \$35 million in direct Federal funding. They are required to submit their indirect cost rate proposal to FAS for indirect costs.</p> <p>As outlined in 2 CFR Part 200.414 (g), any NFE with a federally negotiated indirect cost rate may apply for a one-time extension of their current negotiated indirect cost rate rates for a period of up to four years. Such requests should be submitted prior to the due date of the next proposal for indirect costs. The extension will be subject to the review and approval of FAS for indirect costs. If an extension is granted, the NFE may not request a rate review until the extension period ends. At the end of the four year extension, the NFE must re-apply to negotiate a rate.</p> <p>Indirect costs will be allowed for the Federal award when specifically included as a line item in the approved budget for this Federal award.</p> <p>Negotiated rates must be accepted by all Federal awarding agencies.</p> <p>Pass through entities also must accept the negotiated rate.</p> |                                    |
| <p>18. Interest Earned on Federal Advance Payments</p> | <p>In accordance with 2 CFR 200.305(b)(9), interest earned on Federal advance payments deposited in interest-bearing accounts must be remitted annually to:</p> <p style="padding-left: 40px;">Department of Health and Human Services (DHHS)<br/>Payment Management System (PMS)<br/>Rockville, MD 20852</p> <p>Interest amounts up to \$500 per year may be retained by for administrative expenses.</p>   |                                    |
| <p>19. Modifications</p>                               | <p>Modifications to this Federal award 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</p>  | <p>Applies to all CAs and DGs.</p> |

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|                          | <p>days prior to desired implementation date for the requested change. FAS is not obligated to fund any changes not properly approved in advance.</p>  |   |
| <p>20. Non-Liability</p> | <p>FAS does not assume liability for any third-party claims for damages arising out of this Federal award. Subrecipients, subawardees, and contractors have no privity of contract with FAS under the terms of this Federal award.</p>   | <p>Applies to all CAs and DGs.</p>  |
| <p>21. Notices</p>       | <p>Any notice given by FAS or the NFE 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 Federal award.</p> <p>To the NFE: The NFE's address specified in this Federal award. 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 &amp; DGs. May incorporate actual addresses here along with specific names.</p> |
| <p>22. Overpayment</p>   | <p>(a) Any funds paid in the aggregate to the NFE in excess of the amount to which the NFE is finally determined to be entitled under the terms and conditions of the Federal award constitute a debt to the Federal Government. If not paid within a reasonable period after the demand for payment, FAS may in accordance with 7 CFR part 3, reduce the debt by—</p> <p>(1) Making an administrative offset against other requests for reimbursements, or</p> <p>(2) Taking other action permitted by statute. (31 U.S.C. 3716 and 7 CFR, part 3, Subpart B).</p> <p>(b) The following must also be considered as a debt or debts owed by the NFE to FAS:</p> <p>(1) Any royalties or other special classes of program</p> | <p>Applies to all CAs and DGs.</p>  |

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|  | <p>income which, under the provisions of the Federal award, are required to be returned.</p> <p>(c) Except as otherwise provided by law, FAS shall charge interest on an overdue debt in accordance with 31 CFR part 900, "Federal Claims Collection Standards."</p>   |                                    |
| <p>23.<br/>Participation in Similar Activities</p> | <p>This Federal award in no way restricts FAS or the NFE from participating in similar activities with other public or private agencies, organizations, and individuals.</p>   | <p>Applies to all CAs and DGs.</p> |
| <p>24.<br/>Payments</p>                            | <p>Subject to 31 CFR 208.3, notwithstanding any other provision of law, effective January 2, 1999, all Federal payments made by FAS shall be made by electronic funds transfer (EFT), unless a waiver applies (see 31 CFR 208.4).</p> <p>When EFT is not used, requests for payment shall be submitted on a Request for Advance or Reimbursement (SF-270). The SF-270 must be sent by one of three methods: email, fax, or postal. Email is the preferred method.</p> <p>As outlined in 2 CFR 200.305(a), for states, payments are governed by Treasury-State Cash Management Improvement Act (CMIA) agreements and default procedures codified at 31 CFR Part 205 "Rules and Procedures for Efficient Federal-State Funds Transfers" and Treasury Financial Manual, TFM 4A-2000 Overall Disbursing Rules for All Federal Agencies.</p> <p>As outlined in 2 CFR 200.305(b), for NFEs other than states, payment methods must minimize the time elapsing between the transfer of funds from the United States Treasury or the pass-through entity and the disbursement by the NFE whether the payment is made by EFT, or issuance or redemption of checks, warrants, or payment by other means.</p> <p>NFEs requesting advances should request payment in amounts necessary to cover anticipated cash needs for all Federal awards made by FAS as outlined in 2 CFR</p> |                                    |

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|                           | <p>200.305(b)(2) and 31 CFR Part 205.</p> <p>When FAS requires payments as reimbursements rather than advance payments, or the NFE requests payment by reimbursement, FAS or the pass-through entity must make payment within 30 calendar days after receipt of the billing, unless FAS or the pass-through entity reasonably believes the request to be improper.</p>  |                                    |
| 25. Period of Performance | <p>The NFE may charge the Federal award only allowable costs incurred during the period of performance. See 2 CFR Part 200.309. Any costs incurred before FAS or the pass-through entity made the Federal award are allowed as long as they were authorized by FAS or the pass-through entity. See Pre-Award Costs.</p>   |                                    |
| 26. Pre-Award Costs       | <p>As outlined in 2 CFR Part 200.458, pre-award costs prior to the effective date of the Federal award are allowable only with written approval of FAS.</p> <p>As outlined in 2 CFR Part 200.308(d)(1), all costs incurred before FAS makes the Federal award are at the risk of the recipient. FAS is under no obligation to reimburse costs if for any reason the:</p> <ul style="list-style-type: none"> <li>(1) award is not made;</li> <li>(2) award is less than anticipated; or</li> <li>(3) award is inadequate to cover such costs.</li> </ul> |                                    |
| 27. Press Releases        | <p>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 NFE, 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.</p>  | <p>Applies to all CAs and DGs.</p> |
| 28. Prior Approvals       | <p>(a) The budget is the financial expression of the project or program as approved during the Federal award process.</p>   | <p>Applies to all</p>              |

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|  | <p>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) As outlined in 2 CFR 200.308, the NFE must request written prior approval from FAS for one or more of the following budget-related reasons:</p> <ul style="list-style-type: none"><li>(1) Incur pre-award costs up to 90 days prior to the Federal award date. All pre-award costs are incurred at the NFE's risk (i.e., FAS is under no obligation to reimburse such costs if for any reason the NFE does not receive a Federal award or if the Federal award is less than anticipated and inadequate to cover such costs).</li><li>(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).</li><li>(3) Change in a key person specified in the application or Federal award.</li><li>(4) 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.</li><li>(5) Changes in the amount of approved cost-sharing or matching provided by the NFE. No other prior approval requirements for specific items may be imposed unless a deviation has been approved by OMB.</li><li>(6) Extensions of time, within statutory limitations, unless the terms and conditions of the Federal award prohibit the extension, the extension requires additional FAS funds and/or the extension involves any change in the approved objectives or scope of the project. This extension may not be requested merely for the purpose of using unobligated balances. The NFE must notify FAS in writing with the supporting reasons and revised period of performance at least 10 calendar days before the end of the period of performance specified in the Federal award.</li><li>(7) The transfer of amounts budgeted for indirect costs to absorb increases in direct costs, or vice versa.</li></ul> | CAs and DGs. |
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(8) The transfer of funds among direct cost categories or programs, functions and activities for Federal awards in which the Federal share of the project exceeds the Simplified Acquisition Threshold (\$150,000) and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total budget as last approved by FAS. FAS cannot permit a transfer that would cause any Federal appropriation to be used for purposes other than those consistent with the appropriation.

(9) Unless described in the application and funded in the approved Federal award, the subawarding, transferring or contracting out of any work under the Federal award. This provision does not apply to the acquisition of supplies, material, equipment or general support services.

(10) If FAS requires the NFE to hire or appoint technical staff under this Federal award, the NFE 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 NFE's selection panel.

(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.

(c) As outlined in 2 CFR 200.407 and identified below, the NFE is also bound by any other prior approval requirements of the applicable administrative provisions and Federal cost principles.

(1) § 200.201 Use of grant agreements (including fixed amount awards), cooperative agreements, and contracts, paragraphs (b)(5)

(2) § 200.306 Cost sharing or matching;

(3) § 200.307 Program Income;

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|  | <p>(4) § 200.308 Revision of budget and program plans;</p> <p>(5) § 200.332 Fixed amount subawards;</p> <p>(6) § 200.413 Direct costs, paragraph (c);</p> <p>(7) § 200.430 Compensation—personal services, paragraph (h);</p> <p>(8) § 200.431 Compensation—fringe benefits;</p> <p>(9) § 200.438 Entertainment costs;</p> <p>(10) § 200.439 Equipment and other capital expenditures;</p> <p>(11) § 200.440 Exchange rates;</p> <p>(12) § 200.441 Fines, penalties, damages and other settlements;</p> <p>(13) § 200.442 Fund raising and investment management costs;</p> <p>(14) § 200.445 Goods or services for personal use;</p> <p>(15) § 200.447 Insurance and indemnification;</p> <p>(16) § 200.454 Memberships, subscriptions, and professional activity costs, paragraph (c);</p> <p>(17) § 200.455 Organization costs;</p> <p>(18) § 200.456 Participant support costs;</p> <p>(19) § 200.458 Pre-award costs;</p> <p>(20) § 200.462 Rearrangement and reconversion costs;</p> <p>(21) § 200.467 Selling and marketing costs; and</p> <p>(22) § 200.474 Travel costs.</p> |  |
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| <p>29.<br/>Procurement</p>        | <p>FAS recipients shall adhere to the requirements of 2 CFR 200.317 through 200.326 which prescribes standards in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Federal funds.</p> <p>In accordance with 2 CFR 330:</p> <p>(a) A subaward is for the purpose of carrying out a portion of a Federal award and creates a Federal assistance relationship with the subrecipient.</p> <p>(b) A contract is for the purpose of obtaining goods and services for the NFE's own use and creates a procurement relationship with the contractor.</p> <p>Regardless of whether a Federal award is a grant, cooperative agreement, subgrant or contract under an award, all are expected to follow the applicable OMB cost principles in 2 CFR 200—Subpart E. The NFEs are also responsible for ensuring all contracts must contain the appropriate provisions outlined in 2 CFR 200, Appendix II.</p> |                                    |
| <p>30.<br/>Program Management</p> | <p>(a) The NFE shall monitor the performance of the Federal award activities to ensure that performance goals are being achieved.</p> <p>(b) NFEs are responsible for managing the day-to-day operations of this Federal award using their established controls and policies, as long as they are consistent with FAS requirements.</p> <p>(c) Monitoring of a project or activity continues for as long as FAS retains a financial interest in the project or activity. FAS reserves the right to monitor a project after it has been administratively closed out and no longer providing active support in order to resolve issues of accountability and other administrative requirements.</p> <p>(d) FAS reserves the right to perform site visits at the NFE's locations.</p> <p>(e) NFEs shall immediately notify FAS of developments</p>   | <p>Applies to all CAs and DGs.</p> |

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|   | <p>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 Federal award. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.</p>   |                                    |
| <p>31. Project Supervision and Responsibilities</p> | <p>(a) The NFE is solely responsible and accountable for the performance and conduct of all NFE employees assigned to the project, including, but not limited to personnel, performance and time management issues. FAS does not have authority to supervise NFE employees or engage in the employer-employee relationship.</p> <p>(b) The NFE shall immediately notify FAS of developments that have a significant impact on the activities supported under this Federal award. Also, notification shall be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the Federal award. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.</p> | <p>Applies to all CAs and DGs.</p> |
| <p>32. Reporting Program Performance</p>            | <p>(a) As outlined in 2 CFR 200.328, the NFE is responsible for oversight of the operations of the Federal award support activities. The NFE must monitor the activities to assure compliance with applicable Federal requirements and performance expectations are being achieved. Monitoring must cover each program, function or activity.</p> <p>(b) For Federal awards of \$100,000 or more the NFE shall submit a completed annual Performance Progress Report (PPR) SF-PPR. For Federal awards under \$100,000 the NFE shall submit a completed annual written progress report.</p> <p>(c) Each report must contain brief information on the following:</p> <p>(1) A comparison of actual accomplishments to the objectives of the Federal award established for the</p>               |                                    |

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|  | <p>period. Where the accomplishments of the Federal award can be quantified, a computation of the cost (for example, related to units of accomplishment) may be required if that information will be useful.</p> <p>(2) The reason(s) why established goals were not met, if appropriate.</p> <p>(3) Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.</p> <p>(d) Annual reports are due 90 calendar days after the reporting period.</p>   |                                    |
| <p>33. Responsibility for Subrecipient Monitoring and Management</p> | <p>(a) Flow-down of requirements under subawards: The terms and conditions of the Federal award flow down to the subawards to subrecipients, unless the terms and conditions specify an exception. See 2 CFR Part 200.101.</p> <p>(b) The recipient/pass-through entity is responsible for assessing the risk of subrecipients, and ensuring subrecipients are meeting the performance goals and objectives (see 2 CFR 200.330 through 200.332).</p> <p>(c) The NFE shall make subawards only to responsible subrecipients who possess the potential ability to perform successfully under the terms and conditions of a proposed Federal award. The Recipient must evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward. This evaluation may include consideration of such factors as:</p> <p>(1) The subrecipient's prior experience with the same or similar subawards;</p> <p>(2) The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with 2 CFR 200, Subpart F – Audit Requirements of this Part, and the extent to which the same or similar subaward has been audited as a major program;</p> <p>(3) Whether the subrecipient has new personnel or</p> | <p>Applies to all CAs and DGs.</p> |

new or substantially changed systems; and

(4) The extent and results of Federal awarding agency monitoring (e.g. if the subrecipient also receives Federal awards directly from a Federal awarding agency).

(d) Federal 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](http://www.EPLS.gov).

(e) The pass-through entity must provide to subrecipient(s) appropriate terms and conditions concerning closeout of the subaward(s).

(f) The Recipient shall ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the Recipient must provide the best information available to describe the Federal award and subaward. Required information includes:

(1) Federal Award Identification.

(i) Subrecipient name (which must match registered name in DUNS);

(ii) Subrecipient's DUNS number;

(iii) Federal Award Identification Number;

(iv) Federal Award Date;

(v) Subaward Period of Performance Start and End Date;

(vi) Amount of Federal Funds Obligated by this action;

(vii) Total Amount of the Federal Award

(viii) Federal award project description, as required to

be responsive to the Federal Funding Accountability and Transparency ACT (FFATA);

(ix) Name of Federal awarding agency, pass-through entity, and contact information for awarding official;

(x) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at the time of disbursement;

(xi) Identification of whether the Federal award is R&D; and

(xii) Indirect cost rate for the Federal award.

(2) All requirements imposed by the Recipient on the subrecipient so that the Federal award is exercised in accordance with Federal statutes, regulations and terms and conditions of the Federal award.

(3) Any additional requirements that the Recipient imposes on the subrecipient in order for the Recipient to meet its own responsibility to FAS including identification of any required financial and performance reports.

(4) An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal government or, if not such rate exists, either a rate negotiated between the Recipient and the subrecipient, or a de minimis indirect cost rate as defined in 2 CFR 200.414 Indirect (F&A) costs.

(5) A requirement that the subrecipient permit the Recipient and auditors to have access to the subrecipient's records and financial statements as necessary for the Recipient to meet the requirements of 2 CFR 200, Subpart F – Audit Requirements and 2 CFR 200.300 Statutory and national policy requirements through 200.309 Period of performance.

(6) Appropriate terms and conditions concerning closeout of the subaward.

(g) 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 Federal award and clauses required by Federal law, executive orders and the implementing Federal regulations. Whenever a provision within this Federal award 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.

(h) The Recipient shall consider imposing specific subaward conditions upon a subrecipient if appropriate as described in 2 CFR 200.20, Specific conditions.

(i) The pass-through entity shall monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Recipient monitoring of the subrecipient(s) must include:

(1) Reviewing financial and programmatic reports required by the pass-through entity.

(2) Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.

(3) Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by 2 CFR 200.521, Management decision.

(j) Depending upon the Recipient's assessment of risk posed by the subrecipient, the following monitoring tools may be useful for the Recipient to ensure proper accountability and compliance with program requirements and achievement of performance goals:

(1) Providing subrecipients with training and technical assistance on program-related matters;

(2) Performing on-site reviews of the subrecipient's

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|  | <p>program operations;</p> <p>(3) Arranging for agreed-upon-procedures engagements as described in 2 CFR 200.425, Audit services.</p> <p>(k) The Recipient must verify that every subrecipient is audited as required by 2 CFR 200, Subpart F – Audit Requirements , when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in the Accounting, Audit, and Records Section (g) of this Part.</p> <p>(l) The Recipient must consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the Recipient's own records.</p> <p>(m) The Recipient must consider taking enforcement action against noncompliant subrecipients as described in 2 CFR 200.338 Remedies for noncompliance and in program regulations.</p>  |                                    |
| <p>34.<br/>Retention<br/>and<br/>Access<br/>Requirements<br/>for<br/>Records</p> | <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) In accordance with 2 CFR 200.333, financial records, supporting documents, statistical records, and all other records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report. For Federal awards that are renewed quarterly or annually, these records must be maintained for a period of three years from the date of the submission of the quarterly or annual financial report, as authorized by FAS or the pass-through entity in the case of a subrecipient(s). The only exceptions are the following:</p> <p>(1) If any litigation, claim, or audit is started before the expiration of the 3- year period, the records must be retained until all litigation, claims or audit findings involving the records have been resolved and final action</p> | <p>Applies to all CAs and DGs.</p> |

taken;

(2) When the NFE is notified in writing by FAS, cognizant agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

(3) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition;

(4) When records are transferred to or maintained by FAS or the pass-through entity, the 3- year retention requirement is not applicable;

(5) Records for program income transactions after the period of performance. In some cases the NFE must report program income after the period of performance. Where there is such a requirement, the retention period for records pertaining to the earning of the program income starts from the end of the NFE's fiscal year in which the program income is earned.

(6) Indirect cost rate proposals, cost allocations plans, etc., as specified in paragraph (g) of this provision.

(c) Copies of original records may be substituted for the original records if authorized by FAS.

(d) As outlined in 2 CFR 200.334, FAS will request transfer of certain records to its custody from the NFE when it determines that the records possess long-term retention value. However, in order to avoid duplicate recordkeeping, FAS or the pass-through entity may make arrangements for the NFE to retain any records that are continuously needed for joint use.

(e) As outlined in 2 CFR 300.336, FAS, inspectors general, the Government Accountability Office (GAO) and the pass-through entity or any of their duly authorized representatives have the right of timely and unrestricted access to any recipient records.

(1) This access extends to any books, documents, papers and other records of the recipient that are pertinent to the Federal award for audits, examinations, excerpts and

transcripts. This right extends to the NFE's personnel for timely interviews and discussions related to associated documents. The NFE also may view pertinent records of subrecipients and contractors for similar purposes (2 CFR 200.331(a)(5)).

(2) FAS or the GAO may authorize other government officials (e.g., program officials, FAS grants management staff, federal, or pass-through program officials and other officials) to access a NFE's records. These officials' responsibilities extend to compliance requirements for which the NFE is held accountable, as outlined in the terms and conditions of the Federal Award. If there are questions about such access, the NFE should contact FAS for guidance. If an audit begins before the three-year period expires, the relevant records must be retained until final resolution (2 CFR 200.33).

(3) The NFE shall provide access to any program site(s) to FAS or any of its authorized representatives.

(4) The access to a NFE's Federal award records do not expire at the end of the retention period. Authorized Federal officials have access rights as long as the records are retained by the NFE (2 CFR 200.336(c)).

(f) No NFE shall disclose its records that are pertinent to a Federal award until the NFE provides notice of the intended disclosure with copies of the relevant records to FAS.

(g) *Indirect cost rate proposals, cost allocations plans, etc.* 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 chargeback rates or composite fringe benefit rates).

(1) *If submitted for negotiation.* If the NFE submits to FAS or the subrecipients 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

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|                                       | <p>submission.</p> <p>(2) <i>If not submitted for negotiation.</i> If the NFE is not required to submit to FAS or the subrecipients 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 from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.</p>  |                                    |
| <p>35.<br/>Revision of<br/>Budget</p> | <p>(a) The approved Federal award budget in Attachment C is the financial expression of the NFE's program as approved by FAS, pending approval of any subsequent budget.</p> <p>(b) The NFE is required to report deviations from budget or project scope or objective, and request prior approvals from the FAS Program Manager for any of the following reasons:</p> <p>(1) To change the scope or the objectives of the program (even if there is no associated budget revision requiring written approval) and/or revise the funding allocated among program objectives.</p> <p>(2) To change a key person where specified in the awarding document.</p> <p>(3) The disengagement from the project for more than three months or to allow a 25% reduction in time devoted to the project, by the approved project director or principal investigator.</p> <p>(4) Additional Federal funding is needed.</p> <p>(5) Where indirect costs have been authorized, the NFE plans to transfer funds budgeted for indirect costs to absorb increases in direct costs or vice versa.</p> <p>(6) The inclusion, unless waived by FAS, of costs that require prior approval in accordance with 2 CFR 200, Subpart E – Cost Principles or 45 CFR Part 74 Appendix E, “Principles for Determining Costs Applicable to</p> | <p>Applies to all CAs and DGs.</p> |

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|                                   | <p>Research and Development under Awards Contracts with Hospitals,” or 48 CFR Part 31, “Contract Cost Principles and Procedures,” as applicable.</p> <p>(7) The transfer of funds budgeted for participant support costs as defined in 2 CFR 200.75, Participant support costs to other categories of expense.</p> <p>(8) Unless described in the application and funded in the approved Federal award, the subawarding, transferring or contracting out of any work under the Federal award. This provision does not apply to the acquisition of supplies, material, equipment or general support services.</p> <p>(9) Changes in the amount of approved cost-sharing or matching provided by the NFE.</p> <p>(c) FAS is under no obligation to reimburse the NFE for costs incurred in excess of the total amount obligated under the Federal award. If the total obligated amount under the Federal award has been increased, FAS will notify the NFE in writing of the increase and specify the new total obligated amount.</p> <p>(d) When requesting approval for budget revisions, the NFE must use the same format for budget information that was used in the application.</p> <p>(e) FAS must, within 30 calendar days from the date of receipt of the request for budget revisions, review the request and notify the NFE whether the budget revisions have been approved. If the revision is still under consideration at the end of 30 calendar days, FAS must inform the NFE in writing of the date when the NFE may expect the decision.</p> |  |
| <p>36. Rules of the Workplace</p> | <p>NFE 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</p>  | <p>Applies to all CAs and DGs when the NFE works at FAS’ (or</p> |

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|   | and regulations of FAS.   | USDA) facilities.           |
| 37.<br>Subrecipient<br>Notification     | The Recipient shall require subrecipients under this Federal award to comply with the terms and conditions and the cost principle and audit requirements of 2 CFR Part 200 Subpart E—Cost Principles, as applicable.  | Applies to all CAs and DGs. |
| 38.<br>Tangible<br>Personal<br>Property | <p>The NFE 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 Federal award using the SF-428 cover sheet and either: Annual Report, SF428-A; Final (Award Closeout) Report, SF-428-B; and a Disposition Request/Report, SF-428-C. A Supplemental Sheet, SF-428S, may be used to provide detailed individual item information.</p> <p>Tangible personal property means property of any kind, except real property, that has physical existence. It includes equipment and supplies. It does not include copyrights, patents or securities.</p>   | Applies to all CAs and DGs. |
| 39.<br>Termination                      | <p>As outlined in 2 CFR 200.339, this Federal award may be terminated, in whole or part, as follows:</p> <p>(a) Federal awards may be suspended or terminated in whole or in part if paragraphs (1), (2), (3), or (4) of this provision apply.</p> <p>(1) By FAS, with the consent of the NFE, in which case the two parties must agree upon termination conditions , including the effective date and, in the case of partial termination, the portion to be terminated;</p> <p>(2) By the NFE upon sending to FAS or the pass-through entity written notification setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated. However, if FAS or the pass-through entity determines in the case of partial termination that the reduced or modified portion of</p> | Applies to all CAs and DGs. |

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|                                | <p>the Federal award or subaward will not accomplish the purposes for which the Federal award was made, FAS or the pass-through entity may terminate the Federal award in its entirety;</p> <p>(3) By FAS or the pass-through entity, if the NFE materially fails to comply with the terms and conditions of this Federal award; or</p> <p>(4) By FAS or the pass-through entity for cause.</p> <p>(b) If, in the case of a partial termination, FAS determines that the remaining portion of the Federal award will not accomplish the purposes for which the Federal award was made, FAS may terminate the Federal award in its entirety.</p> <p>(c) Upon termination of the Federal award, the NFE shall not incur any new obligations for the terminated portion of the Federal award after the effective date, and shall cancel as many outstanding obligations as possible. FAS shall allow full credit to the NFE for the United States Federal share of the non-cancelable obligations properly incurred by the NFE up to the effective date of the termination. The NFE shall refund excess funds to FAS within 60 days after the effective date of termination.</p> <p>(d) When the Federal award is terminated or partially terminated, both FAS or the pass-through entity and the NFE remain responsible for compliance with the requirements in 2 CFR 200.343, Closeout and 2 CFR 200.344, Post-closeout adjustments and continuing responsibilities.</p> |                                    |
| <p>40. The NFE Shall Pt. 1</p> | <p>(a) The PI shall:</p> <p>(1) Report and obtain approval for any change in the project budget;</p> <p>(2) Report and obtain approval for any change in the scope or objectives of the project;</p> <p>(3) Assure that technical project performance and financial status reports are submitted on a timely basis in</p>   | <p>Applies to all CAs and DGs.</p> |

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|                                   | <p>accordance with the terms and conditions of this Federal award;</p> <p>(4) Advise the PM of any issues that may affect the timely completion of the project;</p> <p>(5) Assure that the NFE meets its commitments under the terms and conditions of this Federal award;</p> <p>(6) Assure that appropriate acknowledgements of support are included in all publications;</p> <p>(7) Assure that inventions are appropriately reported; and</p> <p>(8) Provide FAS with a project plan for use for external peer review.</p> <p>(b) {NFE Specific Performance Requirements}</p>   |   |
| <p>41.<br/>Program<br/>Income</p> | <p>(a) Program income, as defined in 2 CFR Part 200.80, means gross income earned by the NFE that is directly generated by a supported activity or earned a result of the Federal award during the period of performance.</p> <p>(b) Program income includes but is not limited to:</p> <p>(1) income from fees for services performed;</p> <p>(2) the use or rental or real personal property acquired under Federal awards;</p> <p>(3) the sale of commodities or items fabricated under a Federal award;</p> <p>(4) license fees and royalties on patents and copyrights; and</p> <p>(5) principal and interest on loans made with Federal award funds.</p> <p>(c) Interest earned on advances of Federal funds is not program income.</p> | <p>Applies to all CAs and DGs when program income is anticipated.</p> |

(d) Except as otherwise provided in Federal statutes, regulations, or the terms and conditions of the Federal award, program income does not include rebates, credits, discounts, and interest earned on any of them.

(e) Treatment of Program income. The NFE shall apply the standards set forth in this Provision to account for program income earned under the Federal award.

(1) If any program income is generated as a result of this Federal award, the income shall be applied using the 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.

(2) Unless the terms and conditions of the Federal award provide otherwise, NFEs shall have no obligation to the U.S. Government regarding program income earned after the end of the project period. See also 2 CFR 200.307(f) and 2 CFR 200.333(e).

(3) When the NFE is accountable for program income earned after the period of Federal award support under the terms and conditions of the Federal award, the NFE will need to retain records for program income transactions after the period of performance. The retention period for the records pertaining to the earning of the program income starts for a period of three years from the end of the NFE's fiscal year in which the program income is earned.

(4) Costs incidental 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 Federal award and they comply with the applicable Cost Principles.

(5) Unless the terms and conditions of the Federal award provide otherwise, NFEs shall have no obligation to the U.S. Government with respect to

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|   | <p>program income earned from license fees and royalties for copyrighted material, patents, patent applications, trademarks, and inventions produced under a Federal award. However, Patent and Trademark Amendments (35 U.S.C. 18) apply to inventions made under an experimental, developmental, or research awards.</p>  |   |
| <p>42. Publications, Audiovisuals and Acknowledgment of Support</p> | <p>(a) <i>Publications.</i> FAS and the Federal Government shall enjoy a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any materials developed in conjunction with a Federal financial assistance activity or contract under such an agreement.</p> <p>(1) NFEs must acknowledge FAS support, whether cash or in-kind, in any publications written or published with Federal award support and, if feasible, on any publication reporting the results of, or describing, a Federal-award-supported activity as follows: “This material is based upon work supported by the U.S. Department of Agriculture, Foreign Agricultural Service under Federal award No. (NFE should enter the applicable Federal award number here).”</p> <p>(2) All such material must also contain the following disclaimer unless the publication is formally cleared by FAS: “Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the view of the U.S. Department of Agriculture.”</p> <p>(3) Any public or technical information related to work carried out under a Federal 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 NFE, or its designees, is not authorized to develop and publish documents that could be sold and</p> | <p>Applies to all CAs and DGs when publication of any printed, audiovisual, or electronic material is contemplated.</p> |

distributed for profit.

(b) *Media*. NFEs shall acknowledge FAS support, as indicated in paragraph (a)(1) above, in any form of media (print, DVD, audio production, web, etc.) produced with Federal support that has a direct production cost to the NFE of over \$5,000. Unless the terms of the Federal award provide otherwise, this requirement does not apply to media produced as research instruments or for documenting experimentation or findings and intended for presentation or distribution to a USDA/FAS audience.

(c) *Audiovisual*. FAS must determine ownership of the audiovisual production based on the parties' contributions to the production. Where FAS and/or other Federal agencies contribute at least 50 percent of the total costs, including in-kind contributions, to develop an audiovisual production, it is owned by the FAS.

(1) If FAS determines that it has ownership, then FAS must obtain the audiovisual using the Office of Management and Budget Governmentwide audiovisual contracting procedures.

(2) If FAS determines that the NFE has ownership, then the NFE is not subject to USDA approvals and the governmentwide audiovisual contracting procedures.

(3) FAS must obtain a copy of the NFE'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.

(4) Any audiovisual which is produced with Federal award support and which has a direct production cost to the recipient of over \$5,000 must contain an acknowledgement of FAS support.

(d) *Printing*. 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 NFE or by contract.

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|   | <p>(e) <i>Miscellaneous.</i></p> <p>(1) Publication and Media Releases Requirement. The NFE must provide the GMO and Project Manager with one copy of all published works developed under the Federal award 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 NFE 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, gender, religion, age, disability, political beliefs, marital status, familial status, sexual orientation, or because of all or part of an individual’s income is derived from any public assistance source. (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> |  |
| <p>43. Davis-Bacon and Service Contract Act</p> | <p>Additionally, federal wage provisions (Davis-Bacon or Service Contract Act) are applicable to any contract developed and awarded under this Federal award 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.</p>   | <p>Applies to all CAs and DGs when procurement of goods and/or services are anticipated.</p> |

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| <p>44.<br/>Funding<br/>Equipment<br/>and<br/>Supplies</p> | <p>Federal funding under this Federal award is available for reimbursement of the NFE's purchase of equipment and supplies. Equipment is defined as tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the NFE for financial statement purposes, or \$5,000. Supplies are all tangible personal property that is not equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the NFE for financial statement purposes or \$5,000, regardless of the length of its useful life.</p>  | <p>Applies to all CAs &amp; DGs when FAS is funding supplies.</p>  |
| <p>45.<br/>Copyrighting</p>                               | <p>(a) Allocation of rights of copyrights must be in accordance with 2 CFR 200.315 and 2 CFR 200.448.</p> <p>(b) The NFE may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, by the NFE, or jointly by the Federal Government and the NFE, under this Federal award. 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 NFE 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) NFEs are subject to applicable regulations governing patents and inventions, including governmentwide regulations issued by the Department of Commerce at 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."</p> <p>(c) FAS has the right to:</p> <p>(1) Obtain, reproduce, publish or otherwise use the data first produced under this Federal award; and</p> <p>(2) Authorize others to receive, reproduce, publish, or</p> | <p>Applies to all CAs and DGs when development or publication of any printed, audiovisual, or electronic material is contemplated.</p> |

otherwise use such data for Federal purposes.

(d) In addition, in response to a Freedom of Information Act (FOIA) request for research data relating to published research findings produced under this Federal award 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 NFE 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 subrecipients. This fee is in addition to any fees FAS may assess under the FOIA (5 U.S.C. 552(a)(4)(A)).

(e) The following definitions apply for purposes of paragraph (d) of this provision:

(1) 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:

(i) 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

(ii) 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.

(2) Published is defined as either when:

(i) Research findings are published in a peer-reviewed

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|                          | <p>scientific or technical journal; or</p> <p>(ii) A Federal Agency publicly and officially cites the research findings in support of an Agency action that has the force and effect of law. “Used by the Federal Government in developing an Agency action that has the force and effect of law” is defined as when an Agency publicly and officially cites the research findings in support of an Agency action that has the force and effect of law.</p> <p>(iii) 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 NFE shall be jointly owned by FAS and the NFE, subject to the provisions of 37 CFR part 401.</p> <p>(iv) 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>46. Patent Rights</p> | <p>(a) Allocation of rights of patents must be in accordance with 2 CFR 200.315 and 2 CFR 200.448.</p> <p>(b) Each agreement awarded by the NFE 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>(c) Definitions:</p> <p>(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.).</p> <p>(2) <u>Subject Invention</u>. Any invention of the NFE conceived or first actually reduced to practice in the performance of work under this Federal award, provided that in the case</p>   | <p>Applies to all CAs and DGs when patents are anticipated.</p> |

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 Federal award performance.

(3) Practical Application. To manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations available to the public on reasonable terms.

(4) Made. When used in relation to any invention, the conception or first actual reduction to practice of such invention.

(5) Small Business Firm. A small business concern as defined at section 2 of Public Law 85-536 (15 U.S.C. 632) and implementing regulations of the administrator of the Small Business Administration. For the purpose of this provision, the size standard for small business concerns involved in Government procurement and subgranting as 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

(6) Non-Profit Organization. A university or other institution of higher education or an organization of the type described in section 501 (c) (3) of the Internal Revenue Code of 1954 Internal Revenue Code (26 U.S.C. 501c) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a State nonprofit organization statute.

(b) Allocation of Principal Rights.

(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 NFE shall be owned

by the NFE.

(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 NFE shall be jointly owned by FAS and the NFE.

(4) With respect to any subject invention in which the NFE 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.

(c) Invention Disclosure, Election of Title and Filing of Patent Applications by the NFE.

(1) In accordance with 37 CFR 401.4, the NFE must 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 Federal award 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 NFE 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 NFE.

(2) The NFE shall elect in writing whether or not to retain title to any such invention by notifying FAS within 2 years of disclosure by the NFE; 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 NFE shall file its initial patent application on an elected invention within 1 year after election or, if earlier, prior to the end of any statutory period wherein valid protection can be obtained in the United States after publication, on sale, or public use. The NFE 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.

(4) Requests for extension of the time for disclosure to FAS, election, and filing may, at the discretion of FAS, be granted.

(d) Conditions when the Government May Obtain Title. The NFE shall convey to FAS, upon written request, title to any subject invention:

(1) If the NFE 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 NFE to disclose or elect within the specified times.

(2) In those countries in which the NFE fails to file patent applications within the times specified in item (c)(3) herein; provided, however, that if the NFE 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 NFE shall continue to retain title in that country.

(3) In any country in which the NFE 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.

(e) Minimum Rights to the NFE and Protection of the Contractor Right to File.

(1) The NFE shall retain a nonexclusive, royalty-free

license throughout the world in each subject invention to which the Government obtains title, except if the NFE fails to disclose the subject invention within the times specified in item (c) herein. The NFE's license extends to its domestic subsidiaries and affiliates, if any, within the corporate structure of which the NFE is a party and includes the right to grant sublicenses of the same scope to the extent the NFE was legally obligated to do so at the time the Federal award was awarded. The license is transferable only with approval of FAS, except when transferred to the successor of that party of the NFE's business to which the invention pertains.

(2) The NFE'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 NFE 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 NFE, its licensees, or its domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license FAS shall furnish the NFE a written notice of its intention to revoke or modify the license, and the NFE shall be allowed 30 days (or such other time as may be authorized by FAS for good cause shown by the NFE) after the notice to show cause why the license should not be revoked or modified. The NFE 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.

(f) Action to Protect the Government's Interest

(1) The NFE agrees to execute, or to have executed, and promptly deliver to FAS all agreements necessary to:

(i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the NFE 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.

(2) The NFE 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 NFE 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, at 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, at a minimum, the information required by paragraph (c)(1). The NFE 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.

(2) The NFE 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.

(3) The NFE 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 award number) awarded by FAS. The Government has certain rights in this invention.

(g) Subcontracts

(1) The NFE 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 NFE in this provision, and the NFE shall not, as part of the consideration for awarding the subgrant or subcontract under the Federal award, obtain rights in the subgrantee's or subcontractor's subject inventions.

(2) The NFE shall include in all other subcontracts the patent rights provision, regardless of tier, for experimental, developmental, or research work.

(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.

(h) Reporting on Utilization of Subject Invention. The NFE 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 NFE 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 NFE, and such other data and information as FAS may reasonably specify. The NFE 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 NFE.

(i) Preference for United States Industry. Notwithstanding

any other part of this provision, the NFE 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 a Federal award may be waived by FAS upon a showing by the NFE 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.

(j) March-in-Rights. The NFE agrees that with respect to any subject invention in which it has acquired title, FAS has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of FAS to require the NFE, 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 NFE assignee, or exclusive licensee refuses such a request, FAS has the right to grant such a license itself if FAS determines that:

(1) Such action is necessary because the NFE 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 NFE, 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 NFE, 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 Federal award.

(k) Special Provisions for Contracts with Non-profit Organizations. If the NFE/contractor is a non-profit organization, it agrees that:

(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 NFE.

(2) The NFE shall share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (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 NFE 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 NFE 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 NFE is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give preference in any specific case will be at the discretion of the NFE. However, the NFE agrees that the Secretary may review the NFE's licensing program and decisions regarding small business applicants, and the NFE shall negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the NFE could take reasonable steps to implement more effectively the

requirements of this paragraph.

(l) Communication

(1) Communications relating to the administration of this provision and disclosure statements should be directed to the GMO.

(2) Practice statements are also made to the Patent Advisor. NOTE: Exceptions for Not Using the Patent Rights Provision:

(i) When the Federal award is for the operation of a federally funded research and development center of a government-owned production facility;

(ii) In exceptional circumstances when it is determined by FAS that restriction or elimination of the right to retain title to any subject invention shall better promote the policy and objective of Title 35, Chapter 18 of the United States Code; or

(iii) When it is determined by a Government authority which is authorized by statute or Executive Order to conduct foreign intelligence or counter intelligence activities that the restriction or elimination of the right to retain title to any subject invention is necessary to protect the security of such activities.

(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:

(i) Identify the small business firm or nonprofit organization involved.

(ii) Describe the extent to which FAS action restricted or eliminated the right to retain title to a subject invention.

(iii) State the facts and rationale supporting FAS action.

(iv) Provide supporting documentation for those facts and rationale.

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|  | <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 awarding of the applicable Federal award. In some cases of determinations applicable to Federal awards with small business firms, copies must also be sent to the Chief Counsel for advocacy of the Small Business Administration.</p>  |   |
| <p>47.<br/>Research<br/>Misconduct</p> | <p>(a) The NFE 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 NFE and its employees shall comply with the Code of Scientific Ethics of USDA.<br/>See, <a href="http://www.fs.fed.us/research/publications/fs_code_of_scientific_ethics.pdf">http://www.fs.fed.us/research/publications/fs_code_of_scientific_ethics.pdf</a>.</p> <p>(c) The NFE shall:</p> <p>(1) Maintain procedures for responding to allegations or instances of research misconduct that has the following components:</p> <ul style="list-style-type: none"> <li>(i) Objectivity;</li> <li>(ii) Due process;</li> <li>(iii) Whistle blower protection;</li> <li>(iv) Confidentiality;</li> <li>(v) Timely resolution;</li> </ul> <p>(2) Promptly conduct an inquiry into any allegation of research misconduct;</p> <p>(3) Conduct an investigation if an inquiry determines that the allegation or apparent instance of research</p> | <p>Applies to all CAs and DGs when research activities are anticipated.</p> |

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|   | <p>misconduct has substance;</p> <p>(4) Provide appropriate separation of responsibilities between those responsible for inquiry and investigation, and those responsible for adjudication;</p> <p>(5) Advise FAS of outcome at end of inquiries and investigations into allegations or instances of research misconduct; and</p> <p>(6) Upon request, provide FAS, upon request, hard copy (or website address) of their policies and procedures related to research misconduct.</p> <p>(d) Research misconduct or allegations of research misconduct shall be reported to the USDA Research Integrity Officer (RIO) and/or to the USDA, Office of Inspector General (OIG) Hotline.</p> <p>(1) The USDA RIO can be reached at: USDA Research Integrity Officer, 214–W Whitten Building, Washington, DC 20250, Telephone: 202–720–5923, Email: <a href="mailto:researchintegrity@usda.gov">researchintegrity@usda.gov</a>.</p> <p>(2) The USDA OIG Hotline can be reached on: 1–800–424–9121.</p> |                                    |
| <p>48. <a href="#">USDA Guidelines for Quality of Information</a></p> | <p>This Federal Award 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 <a href="http://www.fs.fed.us/qoi/">http://www.fs.fed.us/qoi/</a>.</p>   | <p>Applies to all CAs and DGs.</p> |
| <p>49. <a href="#">Security Issues</a></p>                            | <p>(a) The NFE 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, NFEs 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 NFE’s ability to</p>  |                                    |

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|  | meet time lines and/or to substantially accomplish the goals and objectives established under this Federal award, then the NFE must contact FAS immediately. |  |
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1. [Applicability of 2 CFR 200 as adopted by USDA through 2 CFR part 400](#)
2. [Non-Federal entity \(NFE\)](#)
3. [Assurance Regarding Felony Conviction or Tax Delinquent Status for Corporate Applicants](#)
4. [Budget](#)
5. [Building and Computer Access by Non-U.S. Foreign Agricultural Service Personnel](#)
6. [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](#)
7. [Debarment and Suspension](#)
8. [Drug-Free Workplace](#)
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10. [Federal Funding Accountability and Transparency Act \(FFATA\) Reporting](#)
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19. [Reporting Subawards and Executive Compensation Under 2 CFR Part 170 – Requirements for Federal Funding Accountability and Transparency Act Implementation; Appendix A to Part 170](#)
20. [Safeguarding U.S. Funds](#)
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31. [Invention Disclosure and Utilization Reporting](#)
32. [Metric System of Measurement](#)
33. [Protection of Human Subjects](#)
34. [Recombinant DNA Research](#)

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| <p>1. <a href="#">Applicability of 2 CFR 200 as</a></p> | <p>The provisions of 2 CFR 200 as adopted by USDA through 2 CFR part 400 will apply to all Federal awards made after December 26, 2014.</p> |  |
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| <p>adopted by<br/>USDA<br/>through 2<br/>CFR part<br/>400</p> | <p>The General Terms and Conditions below will apply for all grants and cooperative agreements made after December 26, 2014.</p> <p>The provisions of 2 CFR 200 as adopted by USDA through 2 CFR part 400 and the General Terms and Conditions below will not retroactively change the terms and conditions for funds a non-Federal entity has already received (i.e. grants and cooperative agreements made prior to December 26, 2014). However, if a grant or cooperative agreement made previous to December 26, 2014 has post-December 26, 2014 funds added to it (i.e. via amendment), the provisions of 2 CFR 200 as adopted by USDA through 2 CFR part 400 and the General Terms and Conditions below will now apply to the Federal award, and not the pre-December 26, 2014 General Terms and Conditions.</p> <p>Practically speaking, the provisions in 2 CFR 200 as adopted by USDA through 2 CFR part 400 will result in FAS changing its entity-wide policies (for example to payroll or procurement systems). These changes would therefore impact not only Federal awards made after December 26, 2014, but also existing and older Federal awards.</p> <p>For Federal awards made prior to December 26, 2014 and that have not had post-December 26, 2014 funds added to the Federal award, the older FAS General Terms and Conditions can be found here (<a href="#">HYPERLINK</a>).</p> |  |
| <p>2. Non-Federal entity (NFE)</p>                            | <p>As defined in 2 CFR 200.69, a non-Federal entity (NFE) means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out the Federal award as a recipient or subrecipient.</p> <p>The NFE must in addition to the assurances and certifications made as a part of the Federal award, comply with all applicable terms and conditions during the project period. Failure to comply may result in actions as outlined in</p>  |  |

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|  | Remedies for Noncompliance under the Enforcement section of this part.  |   |
| 3. Assurance Regarding Felony Conviction or Tax Delinquent Status for Corporate Applicants | <p>This Federal 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 Federal award the NFE 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 Federal 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 NFE fails to comply with these provisions, FAS will annul this Federal award and may recover any funds the NFE has expended in violation of sections 738 and 739.</p> | Applies to all CAs and DGs.             |
| 4. Budget  | <p>The NFE shall to the extent possible use this budget to carry out the activities under this Federal award. The NFE is required to report deviations from budget or project scope or objective, and request prior approvals from FAS for budget and program plan revisions. Any deviation must comport with applicable regulations and other terms and conditions of this Federal award. If this Federal award includes any</p>   | This provision is required for CA & DG. |

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|  | <p>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> <a href="#">Click here for a sample.</a></p>  |  |
| <p>5. <b>Building and Computer Access by Non-U.S. Foreign Agricultural Service Personnel</b></p> | <p>The NFE 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-based 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 &amp; Risk Management Branch.</p> |
| <p>6. <b>Central Contractor</b></p>  | <p>(a) Requirement for Central Contractor</p>  | <p>Applies to all CAs</p>  |

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| <p>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>Registration (CCR).</p> <p>Unless the NFE is exempted from this requirement under 2 CFR 25.110, the NFE must maintain the currency of its information in the CCR until the NFE submits the final financial report required under this Federal award or receives the final payment, whichever is later. This requires that the NFE review and update the information at least annually after the initial registration, and more frequently if required by changes in the NFE's information or another Federal award term.</p> <p>(b) Requirement for Data Universal Numbering System (DUNS) Numbers</p> <p>If the NFE is authorized to make subawards under this Federal award, the NFE:</p> <p>(1) Must notify potential subrecipients that no entity (see definition in paragraph (c) of this provision) may receive a subaward from recipients unless the entity has provided its DUNS number to the recipient.</p> <p>(2) May not make a subaward to an entity unless the entity has provided its DUNS number to the recipient.</p> <p>(c) Definitions. For purposes of this provision:</p> <p>(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 <a href="http://www.ccr.gov">http://www.ccr.gov</a>).</p> <p>(2) Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&amp;B) to uniquely identify business entities. A DUNS number may be obtained from D&amp;B by telephone (currently 866-705-5711) or the Internet (currently</p> | <p>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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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:

(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 subrecipient under a Federal award or subaward to a NFE.

(4) Subaward:

(i) This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the NFE received this Federal award and that the Recipient awards to an eligible subrecipient.

(ii) The term does not include the NFE's 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 the NFE considers a contract.

(5) Subrecipient means an entity that:

(i) Receives a subaward from the recipient under this Federal award; and

(ii) Is accountable to the recipient for the use of

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|                                    | <p>the Federal funds provided by the subaward.</p>  |                                    |
| <p>7. Debarment and Suspension</p> | <p>NFEs must comply with the provisions on governmentwide suspension and debarment in Subpart C of 2 CFR Part 180, Responsibilities of Participants Regarding Transactions Doing Business with Other Persons, as supplemented by USDA’s regulations at Subpart C of 2 CFR Part 417, Responsibilities of Participants Regarding Transactions. These provisions restrict Federal awards, subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal programs or activities.</p> <p>The NFE shall immediately inform 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 <a href="http://www.epls.gov">www.epls.gov</a>. Additionally, should the NFE or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, they shall notify FAS without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary. The NFE must include this provision, or a similar one, as term or condition in any lower tier covered transaction.</p> <p>The NFE is responsible for requiring the inclusion of a similar term or condition in any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180, Covered Transactions, as supplemented by USDA’s regulations at Subpart B of 2 CFR Part 417, Covered Transactions.</p> <p>The NFE is also responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transaction. The NFE acknowledges that failing to disclose the information required under 2 CFR 180.335 may result in the termination of the Federal award, or</p> | <p>Applies to all CAs and DGs.</p> |

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|                        | pursuance of other available remedies, including suspension and debarment.  |                             |
| 8. Drug-Free Workplace | <p>(a) The NFE agrees to comply with 7 CFR Part 3021 “Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).” The NFE will make a good faith effort, on a continuing basis, to maintain a drug-free workplace. As part of that effort, the NFE 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> <p>(1) Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;</p> <p>(2) Specify the actions the NFE will take against employees for violating that prohibition; and</p> <p>(3) Let each employee know that, as a condition of employment under any instrument, he or she:</p> <p>(i) Must abide by the terms of the statement; and</p> <p>(ii) Must notify the NFE 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> <p>(b) The NFE agrees that it will establish an ongoing drug-free awareness program to inform employees about:</p> <p>(1) The dangers of drug abuse in the workplace;</p> <p>(2) The NFE’s policy of maintaining a drug-free workplace;</p> <p>(3) Any available drug counseling, rehabilitation and employee assistance programs; and</p> <p>(4) The penalties that the NFE may impose upon</p> | Applies to all CAs and DGs. |

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|                            | <p>them for drug abuse violations occurring in the workplace.</p> <p>(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 Federal award, or the completion date of this Federal award, whichever occurs first, unless the NFE obtains FAS' express written approval.</p> <p>(d) The NFE 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 NFE number of each instrument on which the employee worked. The notification must be sent to FAS within ten calendar days after the NFE learns of the conviction.</p> <p>(e) Within 30 calendar days of learning about an employee's conviction, the NFE must either:</p> <p>(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</p> <p>(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.</p> |                                    |
| <p>9. Eligible Workers</p> | <p>As related to workers hired for employment within the United States, the NFE 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 NFE shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental agreements</p>   | <p>Applies to all CAs and DGs.</p> |

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|   | awarded under this Federal award.  |                             |
| 10. Federal Funding Accountability and Transparency Act (FFATA) Reporting | <p>In accordance with 2 CFR 200.211 and statutory requirements for Federal spending transparency (e.g., FFATA), except as noted in this section, for applicable Federal awards FAS must announce all Federal awards publicly and publish the required information on a publicly available OMB-designated governmentwide website (at time of publication, <a href="http://www.USAspending.gov">www.USAspending.gov</a>).</p> <p>Nothing in this section may be construed as requiring the publication of information otherwise exempt under the Freedom of Information Act (5 U.S.C 552), or controlled unclassified information pursuant to Executive Order 13556.</p>   |                             |
| 11. Financial Status Reporting  | <p>The NFE 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 Federal award. These forms may be found at <a href="http://www.whitehouse.gov/omb/grants_forms">www.whitehouse.gov/omb/grants_forms</a>.</p> | Applies to all CAs and DGs. |
| 12. Freedom of Information Act (FOIA)                                     | <p>Public access to Federal award records shall not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to "Freedom of Information" regulations (5 U.S.C. 552).</p>   | Applies to all CAs and DGs. |
| 13. Implementation of E.O. 13224 –  | <p>Presidentially signed Executive Orders and U.S. law prohibit transactions with, and the provision of resources and support to, individuals and</p>  | Applies to all CAs          |

Executive Order on Terrorist Financing

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 NFE to ensure compliance with Executive Order 13224 and related laws. This provision must be included in all subawards and contracts issued under this Federal award.

Key responsibilities include, but are not limited to:

(a) The NFE 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 NFE obligations under paragraph (a), the NFE will take the following steps:

(1) Before providing any material support or resources to an individual or entity, the NFE will verify that the individual or entity does not appear:

(i) On the master list of Specially Designated Nationals and Blocked Persons, which list is maintained by the U.S. Treasury's Office of Foreign Assets Control (OFAC) and is available online at OFAC's website: <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>; or

(ii) On any supplementary list of prohibited individuals or entities that may be provided by FAS to the NFE.

(2) The NFE will also verify that the individual or entity has not been designated by the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999)

and DGs.

(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 NFE should refer to the consolidated list available online at the Committee’s website: <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>.

(3) Before providing any material support or resources to an individual or entity, the NFE will consider all information about that individual or entity of which it is aware or that is available to the public.

(4) The NFE will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.

(c) For purposes of this Certification:

(1) “Material support and resources” means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safehouses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

(2) “Terrorist act” means:

(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

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|                                     | <p>agents; or</p> <p>(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> <p>(3) "Entity" means a partnership, association, corporation, or other organization, group or subgroup.</p>   |                                    |
| <p>14. Members of U.S. Congress</p> | <p>Pursuant to 41 U.S.C. 22, no United States member of, or United States delegate to, Congress shall be admitted to any share or part of this Federal award, or benefits that may arise there from, either directly or indirectly.</p>   | <p>Applies to all CAs and DGs.</p> |
| <p>15. Nondiscrimination</p>        | <p>The NFE assures compliance with the following requirement: No person in the United States shall, on the grounds of race, color, national origin, gender, age, religion, political beliefs, disability, marital status, familial status, sexual orientation, or because all or part of an individual's income is derived from any public assistance source, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any project or activity under this Federal award.</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</p> | <p>Applies to all CAs and DGs.</p> |

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|  | <p>are:</p> <p>(a) Educational institutions controlled by religious organizations.</p> <p>(b) Military and merchant marine educational organizations.</p> <p>(c) Membership qualifications in organizations, such as social fraternities and sororities, YMCA, YWCA, Girl Scouts, Boy Scouts, Camp Fire Girls, and voluntary youth services organizations.</p> <p>(d) Additionally, some activities have exemptions: Activities sponsored by the American Legion, such as selection of 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 NFE should post within a common area of their offices a copy of the "Justice for All" poster, AD-475A.</p> |                                    |
| <p>16. Positions of Influence</p>      | <p>The NFE 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>17. Program Performance Reports</p> | <p>The NFE shall submit original, {Performance Reporting Schedule} performance reports using SF-PPR, Performance Progress Reports, to the</p>   | <p>Applies to all CAs</p>          |

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|   | <p>FAS Program Manager with a copy to the Grants Management Officer. The NFE 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 NFE's final payment request, or separately, but not later than 90 days from the expiration or termination date of the Federal award. 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; and</p> <p>(c) Other pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.</p> | <p>and DGs.</p>  |
| <p>18. Questionnaires and Survey Plans</p>  | <p>The NFE 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.</p>  | <p>Applies to all CAs and DGs, when information collections under the Paper Reduction Act are anticipated.</p> |
| <p>19. Reporting Subawards and Executive Compensation Under 2 CFR Part 170 - Requirements for</p> | <p>(a) Reporting of first-tier subawards.</p> <p>(1) Applicability. Unless the recipient is exempt as provided in paragraph (d) of this provision, the recipient must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section</p>   | <p>Applies to all CAs and DGs where subawards are contemplated.</p>  |

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| <p>Federal Funding Accountability and Transparency Act Implementation; Appendix A to Part 170</p> | <p>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 Federal award term).</p> <p>(2) Where and when to report:</p> <p>(i) The NFE must report each obligating action described in paragraph (a)(1) of this provision to <a href="http://www.fsrs.gov">http://www.fsrs.gov</a>.</p> <p>(ii) For subaward information, the NFE must 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, 2015, the obligation must be reported by no later than December 31, 2015.)</p> <p>(3) What to report. The NFE must report the information about each obligating action that the submission instructions posted at <a href="http://www.fsrs.gov">http://www.fsrs.gov</a> specify.</p> <p>(b) Reporting Total Compensation of NFE Executives.</p> <p>(1) Applicability and what to report. The NFE must report total compensation for each of the NFE's five most highly compensated executives for the preceding completed fiscal year, if—</p> <p>(i) the total Federal funding authorized to date under this Federal award is \$25,000 or more;</p> <p>(ii) in the preceding fiscal year, the NFE received—</p> <p>(A) 80 percent or more of NFE's 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</p> | <p>ated 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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(and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards).

(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>.)

(2) Where and when to report. The NFE must report executive total compensation described in paragraph (b)(1) of this provision:

(i) As part of the NFE's registration profile at <http://www.ccr.gov>.

(ii) By the end of the month following the month in which this Federal award is made, and annually thereafter.

(c) Reporting of Total Compensation of Subrecipient Executives.

(1) Applicability and what to report. Unless the NFE is exempt as provided in paragraph (d) of this provision, for each first-tier subrecipient under this Federal award, the recipient 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—

(i) in the subrecipient's preceding fiscal year, the subrecipient received—

(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

(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).

(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>.)

(2) Where and when to report. The recipient must report subrecipient executive total compensation described in paragraph (c)(1) of this provision:

(i) To the recipient.

(ii) By the end of the month following the month during which the recipient makes the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), the recipient must report any required compensation information of the subrecipient by November 30 of that year.

(d) Exemptions

(1) If, in the previous tax year, the NFE had gross income, from all sources, under \$300,000, the NFE is exempt from the requirements to report:

(i) Subawards; and

(ii) The total compensation of the five most highly

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|  | <p>compensated executives of any subrecipient.</p> <p>(e) Definitions. For purposes of this provision:</p> <p>(1) Entity means all of the following, as defined in 2 CFR part 25:</p> <ul style="list-style-type: none"><li>(i) A Governmental organization, which is a State, local government, or Indian tribe;</li><li>(ii) A foreign public entity;</li><li>(iii) A domestic or foreign nonprofit organization;</li><li>(iv) A domestic or foreign for-profit organization;</li><li>(v) A Federal agency, but only as a subrecipient under a Federal award or subaward to a NFE.</li></ul> <p>(2) Executive means officers, managing partners, or any other employees in management positions.</p> <p>(3) Subaward:</p> <ul style="list-style-type: none"><li>i) This term means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.</li><li>(ii) The term does not include procurement of property and services needed to carry out the project or program.</li></ul> <p>(4) Subrecipient means an entity that:</p> <ul style="list-style-type: none"><li>(i) Receives a subaward from the recipient under</li></ul> |  |
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|                                    | <p>this Federal award; and</p> <p>(ii) Is accountable to the recipient for the use of the Federal funds provided by the subaward.</p> <p>(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)):</p> <p>(i) Salary and bonus.</p> <p>(ii) Awards of stock, stock options, and stock appreciation rights. The NFE must use the dollar 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> <p>(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.</p> <p>(iv) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.</p> <p>(v) Above-market earnings on deferred compensation which is not tax-qualified.</p> <p>(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.</p> |                           |
| <p>20. Safeguarding U.S. Funds</p> | <p>The NFE shall establish safeguards to ensure that U.S. Federal funds are properly spent. The NFE shall ensure that funds are not used for any</p>  | <p>Applies to all CAs</p> |

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|  | <p>partisan or political activity purposes (whether domestic or foreign), including, but not limited to:</p> <ul style="list-style-type: none"><li>(a) Supporting election, referendum, initiative, or similar procedure;</li><li>(b) Influencing the outcomes of elections;</li><li>(c) Introducing legislation;</li><li>(d) Influencing government officials to engage in similar lobbying activity;</li><li>(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;</li><li>(f) Influencing or attempting to influence a member of Congress or a federal agency in connection with the awarding of any federal contract, grant, loan or cooperative agreement; and</li><li>(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.</li></ul> <p>If FAS funds under this Federal award 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 Federal award, the NFE'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</p> | and DGs. |
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|   | <p>subawards at all tiers including subcontracts, subgrants, 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>   |                                    |
| <p>21. 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 NFEs, 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>22. Trafficking In Persons</p>       | <p>(a) Provisions applicable to a NFE that is a private entity.</p> <p>(1) The NFE, its employees, subrecipients under this Federal award, and subrecipients’ employees may not—</p> <p>(i) Engage in severe forms of trafficking in persons during the period of time that the Federal award is in effect;</p> <p>(ii) Procure a commercial sex act during the period of time that the Federal award is in effect; or</p> <p>(iii) Use forced labor in the performance of the Federal award or subawards under the Federal award.</p> <p>(2) FAS may unilaterally terminate this Federal</p>  | <p>Applies to all CAs and DGs.</p> |

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|  | <p>award, without penalty, if the recipient or a subrecipient that is a private entity —</p> <p>(i) Is determined to have violated a prohibition in paragraph (a)(1) of this Federal award term; or</p> <p>(ii) Has an employee who is determined by the agency official authorized to terminate the Federal award to have violated a prohibition in paragraph (a)(1) of this Federal award term through conduct that is either—</p> <p>(A) Associated with performance under this Federal award; or</p> <p>(B) Imputed to the recipient 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> <p>(b) Provision applicable to a NFE other than a private entity. FAS may unilaterally terminate this Federal award, without penalty, if a subrecipient that is a private entity—</p> <p>(1) Is determined to have violated an applicable prohibition in paragraph (a)(1) of this Federal award term; or</p> <p>(2) Has an employee who is determined by the agency official authorized to terminate the Federal award to have violated an applicable prohibition in paragraph (a)(1) of this Federal award term through conduct that is either—</p> <p>(i) Associated with performance under this Federal award; or</p> <p>(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</p> |  |
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to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 7 CFR 3017.

(c) Provisions applicable to any NFE.

(1) The NFE must inform FAS immediately of any information the NFE receives from any source alleging a violation of a prohibition in paragraph (a)(1) of this Federal award term.

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

(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 Federal award.

(3) The NFE must include the requirements of paragraph (a)(1) of this Federal award term in any subaward made to a private entity.

(d) Definitions. For purposes of this Federal award term:

(1) “Employee” means either:

(i) An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this Federal award; or

(ii) Another person engaged in the performance of the project or program under this Federal award and not compensated by the NFE 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.

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|   | <p>(2) “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.</p> <p>(3) “Private entity”:</p> <p>(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.</p> <p>(ii) Includes:</p> <p>(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).</p> <p>(B) A for-profit organization.</p> <p>(4) “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> |  |
| <p>23. U.S. Government Employment Status</p>            | <p>In no event shall the Recipient or its subrecipients be considered as employees of the United States government, unless authorized by Federal Statute.</p>   | <p>Applies to all CAs and DGs.</p>                             |
| <p>24. International Travel and the Fly America Act</p> | <p>The Fly America Act (49 U.S.C. 40118) requires that all air travel and shipments under this Federal award 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</p>  | <p>Applies to CAs and DGs that take place outside the U.S.</p> |

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|  | <p>this Federal award.</p>   |  |
| <p>25. 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> <p>(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);</p> <p>(2) The information noted at (1) above is incorporated in: the NFE's project narrative, or mutually agreed amendments to this Federal award; and</p> <p>(3) The costs related to the travel are incorporated in the NFE's revised budget, or in a subsequently approved budget to this Federal award.</p> <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>26. 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</p>   | <p>Applies to CAs and DGs that take place outside the U.S.</p> |

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| 27. Nondiscrimination in International Programs | No U.S. citizen or legal resident shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this Federal award on the basis of race, color, national origin, age, handicap, or sex.   | Applies to CAs and DGs that take place outside the U.S. |
| 28. Regulations Governing Employees             | <p>(a) The NFE's employees shall maintain private status and may not rely on local U.S. Government offices or facilities for support while under this Federal award.</p> <p>(b) The NFE'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.</p> <p>(c) In the event the conduct of any of the NFE's employees is not in accordance with the preceding paragraphs, the NFE's chief of party shall consult with the employee involved and the FAS Program Manager shall recommend to the NFE a course of action with regard to such employee.</p> <p>(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 Federal award of any third country national when, in the discretion of the Ambassador, the interests of the United States so require.</p> <p>(e) If it is determined, either under (c) or (d) above, that the services of such employee should be terminated, the NFE shall use its best efforts to cause the return of such employee to the United States, or point of origin, as appropriate.</p> | Applies to all CAs and DGs.                             |
| 29. Agriculture                                 | The NFE assures compliance with the Agriculture   | Applies to  |

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| <p><b>Bioterrorism Protection Act</b></p>                        | <p>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.</p>   | <p>all CAs and DGs.</p>   |
| <p><b>30. Animal Welfare Act</b></p>                             | <p>The NFE 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 NFE 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.</p> | <p>Applies to all CAs and DGs when research, teaching, or other activities are anticipated.</p> |
| <p><b>31. Invention Disclosure and Utilization Reporting</b></p> | <p>The NFE shall report Invention Disclosures and Utilization information electronically via i-Edison Web Interface at: <a href="http://www.iedison.gov">www.iedison.gov</a>.</p>   | <p>Applies to all CAs and DGs when research activities are anticipated.</p>                     |
| <p><b>32. Metric System of Measurement</b></p>                   | <p>Wherever measurements are required or authorized, they must be made, computed, and recorded in metric system units of measurement, unless otherwise authorized by the FAS Program Manager in writing when it has found that such usage is impractical or is likely to cause United States firms to experience significant inefficiencies or the loss of markets. Where the</p>   | <p>Applies to all CAs involving research and/or publications.</p>                               |

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|   | <p>metric system is not the predominant standard for a particular application, measurements may be expressed in both the metric and the traditional equivalent units, provided the metric units are listed first.</p>  |  |
| <p>33. Protection Of Human Subjects</p> | <p>The NFE assures compliance with the following provisions regarding the rights and welfare of human subjects:</p> <p>(a) The NFE is responsible for safeguarding the rights and welfare of any human subjects involved in research, development, and related activities supported by this Federal award. The NFE may conduct research involving human subjects only as prescribed in the statement of work and as approved by the NFE’s Cognizant Institutional Review Board.</p> <p>Prior to conducting such research, the NFE shall obtain and document a legally sufficient informed consent from each human subject involved. No such informed consent shall include any exculpatory language through which the subject is made to waive, or to appear to waive, any of his or her legal rights, including any release of the NFE or its agents from liability for negligence.</p> <p>(b) The NFE 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>Applies to all CAs and DGs when research, development and related activities are anticipated.</p> |
| <p>34. Recombina</p>                    | <p>The NFE assures that it will assume primary</p>   | <p>Applies to</p>  |

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| <p>nt DNA<br/>Research</p> | <p>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 NFE 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 NFE 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>all CAs and DGs when DNA research is anticipated.</p> |
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