

# ARS – ERS – NASS

## GENERAL TERMS AND CONDITIONS

The following general terms and conditions are applicable to ARS, ERS, and NASS agreements, under Mutual Agreements, though individual awards may include more or less restrictive requirements.

### *Non-Assistance Cooperative Agreement – 7 CFR 550 and REE-452 and:*

1. The agreement budget is hereby incorporated into the agreement. The awarding agency will reimburse the Cooperator for the costs as budgeted. As evidence of the Cooperator's contribution to this project, the Cooperator will contribute resources as shown in the agreement budget. Cooperators are required to report budget deviations which they automatically invoke, and when applicable request prior approval for budget revisions, per 7 CFR Part 550.116(c).
2. Payments to the Cooperator will be made through:
3. Correspondence and documentation submitted by the Cooperator to the Agency PI in reference to this agreement should cite Agreement No. 58-XXXX-X-XXXX

### *Non-Funded Cooperative Agreement – 7 CFR 550 and REE-452 and:*

1. This agreement defines the parties' planned cooperative research of mutual interest and does not obligate or transfer any federal funds. Each party will handle and expend its own funds. Any and all expenditures from Federal funds made by the Agency in conformity with the plans outlined in this agreement must be in accordance with Department and Agency regulations and policies, and in each instance based upon appropriate fiscal documents, such as a lease, contract, etc.

The responsibilities assumed by the cooperative parties are contingent upon the availability of funds from which the expenditures may be legally made.

2. Correspondence and documentation submitted by the Cooperator to the Agency PI in reference to this agreement should cite Agreement No. 58-XXXX-X-XXXX-XN.

### *Grant and Cooperative Agreement – REE-453 and*

1. Payments to the Cooperator will be made through:
2. Correspondence and documentation submitted by the Cooperator to the Agency PI in reference to this agreement should cite Agreement No. 5X-XXXX-X-XXXX.

### *ARS Standard Cooperative Agreement –*

- # This Agreement does not replace the need for technology transfer, data transfer, confidentiality, and/or real property documents that may be required by the Agency and/or Cooperator as per regulatory requirements.
- # This Agreement does not authorize materials to be transferred. In the event that materials are required to be transferred, a Material Transfer Agreement must be fully executed prior to any materials being transferred between the parties.
- # The Federal Tort Claims Act (FTCA) (28 USC 1346(b) and 28 USC 2671-2680) procedures are available for use by the Cooperator. The FTCA allows the Cooperator to recover financial or other losses suffered by the Cooperator as a result of this Cooperative Agreement, when the loss is over and above the Cooperator's insurance liability coverage and it can be demonstrated that the loss resulted from a negligent act by a Federal employee acting within

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the scope of his/her employment. The Cooperator shall notify the ARS Principal Investigator (PI) within 30 days of any damage.

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