

ARS – ERS – NASS

GENERAL TERMS AND CONDITIONS

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

Non-Assistance Cooperative Agreement – 7 CFR 550:

- # Foreign Translation Certification Required. Any translation of this agreement must be reviewed and certified for equivalence by a USDA approved translator before signature is permissible. Certification must confirm that the translation is an accurate, valid translation of the English source text and that there are no omissions. [This clause is only added for foreign agreements.]
- # 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.
- # Trafficking in persons. 2 CFR 175, the Award Term for Trafficking in Persons, is applicable. 2 CFR 175.15 is incorporated, in its entirety.
- # 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 (Refer to REE-26 Organization Information, Representations, Assurances & Certifications, C. Assurances, #11).
- # Public Access. All investigators funded by ARS/ERS/NASS awards must publish their major findings, make data resulting from research, education, and/or extension projects publicly available according to and comply with USDA's Public access to Scholarly Publications and Digital Scientific Research Data (Departmental Regulation 1020-006).
 - a. The Research Performance Progress Report (RPPR), mandatory reporting category, Accomplishments, "how have the results been disseminated to communities of interest" must include information addressing the sharing of publications, including published data.
 - b. Final peer-reviewed, accepted manuscripts must be made freely accessible to the public through the USDA public access repository – PubAg <https://submit.nal.usda.gov/> – within 12 months of the date on which the publisher makes the article available online.
 - c. Published datasets must also be made freely accessible to the public through the USDA public access data catalog -- Ag Data Commons – within 12 months of the publication date of the associated scholarly publication. (<https://agdatacommons.nal.usda.gov/>)
 - d. All scholarly publications and datasets must receive digital persistent identifiers (such as DOI's), and all authors of ARS/ERS/NASS -funded scholarly publications and public datasets must use or link them to individual digital persistent identifiers (such as ORCID iD's).
- # Geospatial Data. All data collected will meet the requirements of the Geospatial Data Act of

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2018 (U.S. Code, Title 43 – Public Lands, Chapter 46: GEOSPATIAL DATA) where applicable. This will always include the use of all relevant metadata standards, use of standard data formats, and a description of quantitative measures of uncertainty and sources of uncertainty associated with the data. Additionally, the data must meet any additional requirements specified within the specified agreement statement of work to ensure the data are useful to support USDA’s mission. Application of the Geospatial Data Act of 2018 toward the dissemination of research related results will be in accordance with DR 1020-006, and 2 CFR Part 423.

- # This agreement is subject to Executive Order (EO) 14026, "Increasing Minimum Wage for Federal Contractors," and all subsequent annual rate increases issued by the Secretary of Labor. It is also subject to EO 13706, "Establishing Paid Sick Leave for Federal Contractors." The parties assure compliance with the following regulations, which apply to any subawards, unless an exception applies:
 - a. Title 29, Subtitle A, Part 23 (a-m), which can be found at: <https://www.ecfr.gov/current/title-29/subtitle-A/part-23/appendix-Appendix%20A%20to%20Part%2023>
 - b. Title 29, Subtitle A, Part 13, which can be found at: <https://www.ecfr.gov/current/title-29/subtitle-A/part-13>
- # Buy America Preference. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for an infrastructure project unless:
 - (1) All iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
 - (2) All manufactured products used in the project are produced in the United States— this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product; and
 - (3) All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The construction material standards are listed below.

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

Categorization of articles, materials, and supplies. An article, material, or supply should only be classified into one of the following categories: (i) Iron or steel products; (ii) Manufactured

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

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

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

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

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

- (1) Non-ferrous metals. All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.
- (2) Plastic and polymer-based products. All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.
- (3) Glass. All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.
- (4) Fiber optic cable (including drop cable). All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.
- (5) Optical fiber. All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.
- (6) Lumber. All manufacturing processes, from initial debarking through treatment and planing, occurred in the United States.
- (7) Drywall. All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United

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States.

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

Waivers

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

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

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

A request to waive the application of the Buy America Preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at [[link to awarding agency web site with information on currently applicable general applicability waivers](#)].

Definitions

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

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

Non-Funded Cooperative Agreement – 7 CFR 550 and:

- # 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

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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.

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- # Geospatial Data. All data collected will meet the requirements of the Geospatial Data Act of 2018 (U.S. Code, Title 43 – Public Lands, Chapter 46: GEOSPATIAL DATA) where applicable. This will always include the use of all relevant metadata standards, use of standard data formats, and a description of quantitative measures of uncertainty and sources of uncertainty associated with the data. Additionally, the data must meet any additional requirements specified within the specified agreement statement of work to ensure the data are useful to support USDA’s mission. Application of the Geospatial Data Act of 2018 toward the dissemination of research related results will be in accordance with DR 1020-006, and 2 CFR Part 423.

ARS Standard Cooperative Agreement –

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

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- # 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.
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