

**United States Department of Agriculture
AGRICULTURAL RESEARCH SERVICE**

Research Support Agreement General Provisions

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1. DEFINITIONS

The following terms have the meaning set forth below:

Agency – The USDA, Research, Education and Economics (REE) Agricultural Research Service (ARS).

Authorized Departmental Officer (ADO) – is the Agency’s official authorized to negotiate, award, administer, suspend, and terminate the RSA.

Agency Principal Investigator (Agency PI) - the Agency technical representative, acting within the scope of delegated authority, who is responsible for participating with the Cooperator in the accomplishment of the RSA objective(s), and monitoring and evaluating the Cooperator's performance.

Code of Federal Regulations (CFR) – is the codification of the general and permanent rules published in the Federal Register by the executive departments and agencies of the Federal Government. www.ecfr.gov

Cooperator – is any State Cooperative Institution, college or university authorized to supply goods and/or services to the Agency under the RSA, per 7 CFR 3319a. May at times the cooperator may also be referred to as a recipient or performer.

Electronic Funds Transfer (EFT) – is a method of electronic payment through bank wire transfer of funds to a Cooperator’s bank account. (Includes HHS/PMS.)

Equipment - means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost that equals or exceeds the lesser of the capitalization level established by the cooperator for financial statement purposes, or \$10,000.

Department of Health and Human Services/Payment Management System (HHS/PMS) – is a method of receiving payment by electronic draw down.

Indirect Cost – means those costs incurred for a common or joint purpose benefitting more than one cost objective and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved. For Institutions of Higher Education, the term facilities and administrative (F&A) cost is often used to refer to indirect costs.

Intangible Property (IP) – means property having no physical existence, such as trademarks, copyrights, data (including data licenses), websites, IP licenses, trade secrets, patents, patent applications, and property such as loans, notes and other debt instruments, lease agreements, stocks and other instruments of property ownership of either tangible or intangible property, such as intellectual property, software, or software subscriptions or licenses.

Management Report (MR) – is an itemized report of goods and/or services expenditures submitted by the Cooperator to the ADO and the Agency PI, for the management of cooperator performance.

Office of Management and Budget (OMB) – a Federal agency that oversees the preparation of the federal budget and supervises its administration in Executive Branch agencies.

Research Support Agreement (RSA) – is a cost reimbursable agreement with a college or university for the acquisition of goods and/or services without regard to Federal competition and other acquisition regulations, prescribed at 7 USC 3319a.

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Scientific Year (SY) – refers to an ARS scientific professional position.

Subaward – means an award provided by a pass-through entity to a subrecipient for the subrecipient to contribute to the goals and objectives of the project by carrying out part of the RSA received by the pass-through entity. It does not include payments to a contractor, beneficiary, or participant. A subaward may be provided through any form of legal agreement consistent with cooperator established policies and criteria, including an agreement the pass-through entity considers a contract.

Subrecipient -an entity that receives a subaward from a pass-through entity to carry out part of the RSA. The term subrecipient does not include a beneficiary or participant. A subrecipient may also be a recipient of other Federal awards directly from a Federal agency.

Supply – means all tangible personal property other than those described in the equipment definition. A computing device is a supply if the acquisition cost is below the lesser of the capitalization level established by the cooperator for financial statement purposes or \$10,000, regardless of the length of its useful life.

Unique Entity Identifier (UEI) – is the universal identifier assigned by SAM.gov to uniquely identify an entity.

United States Code (USC) - is the codification by subject matter of the general and permanent laws of the United States.

2. LEGAL AUTHORITY CERTIFICATION

The cooperator certifies through their active registration of their UEI in SAM.gov that it has the legal authority to enter into this agreement. The cooperator must maintain a current and active registration in SAM.gov and must review and update its information to ensure it is current, accurate, and complete until the cooperator submits all final reports required under the agreement or receives the final payment, whichever is later. If applicable, this includes identifying the cooperator's immediate and highest-level owner and subsidiaries and providing information about the cooperator's predecessors that have received a Federal award or contract within the last three years.

3. AUTHORIZED USES

ARS is authorized to use the RSA to acquire goods and/or services, including personal services, from State cooperative Institutions, colleges, and universities to support research projects of mutual interest.

ARS is authorized to use the RSA to purchase supplies and consumables costing \$10,000 or less and directly related to the supported research.

ARS is authorized to use the RSA for general support costs to facilitate research activities when Agency employees are located in or contiguous to the cooperator's facility.

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4. LIMITATIONS AND RESTRICTIONS

The Agency is not authorized to hire or otherwise engage in the personnel management practices of the Cooperator.

Agency employees may objectively refer potential employees to a cooperator's employment office but shall not direct the hiring of a potential employee.

Federal funds made available to a cooperator under the RSA shall not be expended for capital improvements to Agency or cooperator facilities.

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.

When authorized in the RSA, the cooperator may make subawards, however the cooperator must notify potential subrecipients that no entity may receive a subaward until the entity has provided its UEI to the cooperator; and must not make a subaward to an entity unless the entity has provided its UEI to the cooperator. Subrecipients are not required to complete full registration in SAM.gov to obtain a UEI.

a) Agency employees are prohibited from participating in the following personnel actions:

- Non-competitive Federal employment procedures selecting Cooperator's employees
- Giving a particular person a temporary or intermittent appointment in anticipation of Federal appointment
- Requiring the services of a specific person
- Establishing employment agreements
- Establishing wage levels
- Administering payrolls (including certifying employees' time and attendance)
- Administering awards, discipline, or adverse actions
- Directly approving or disapproving leave
- Evaluating Cooperator's employees' performance
- Administering Cooperator's employees' benefits program
- Practicing nepotism
- Obtaining professional employees (postdoctoral scientists and/or SY)
- Obtaining personnel to carry out a full-time continuous job.

b) The following Agency personnel actions are prohibited:

- ARS SY position categories or the Cooperator equivalent: 1– Research Scientist, 2 – Nonpermanent Research/Service Scientist, and 4 – Service Scientist, lasting longer than 90 days in a fiscal year.
- Postdoctoral scientists or research associates supporting Agency scientists
- Direct clerical, secretarial, or receptionist support help for Agency personnel

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- Administrative Officers supporting Agency personnel
 - Purchasing/procurement, fiscal/budget, and property personnel in support of Federal operations
 - Visiting and/or foreign scientists
- c) The agreement cannot be used to avoid established Federal procurement or property procedures. Specifically:**
- Acquisition, use, or disposing of real property
 - Construction modifications, alterations, or capital improvements of either Federal or Cooperator property/facilities
 - Architectural and engineering services
 - Equipment purchases
 - Printing and binding

5. MINIMUM WAGE AND PAID SICK LEAVE FOR FEDERAL CONTRACTORS

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) into the Agreement, 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>.

6. TRAFFICKING IN PERSONS

2 CFR 175, the Award Term for Trafficking in Persons, is applicable. 2 CFR § 175.15 is incorporated, in its entirety.

7. INTANGIBLE PROPERTY

- a. Title to intangible property acquired under the RSA vests upon acquisition in the Cooperator or subrecipient. The Cooperator or subrecipient must use that intangible property for the originally authorized purpose and must not encumber the property without the approval of the Agency. When no longer needed for the originally authorized purpose, the Cooperator must request disposition instructions from the Agency.
- b. To the extent permitted by law, the Cooperator or subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under the RSA. The Agency reserve 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. This includes the right to require the Cooperator and subrecipients to make such works available through agency-designated public access repositories.
- c. The Cooperator or subrecipient is subject to applicable regulations governing patents and inventions, including government-wide regulations in 37 CFR part 401 Cooperator is required to report subject inventions to the Agency PI and complete other reporting, as reported by the Bayh-

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Dole Act and its implementing regulations. Reporting is accomplished through iEdison an online reporting system for recipients. Register in iEdison: Registering with iEdison | NIST. The Agency does not require a Final Invention Statement in iEdison.

- d. The Federal Government has the right to:
 - (1) Obtain, reproduce, publish or otherwise use the data first produced under a Federal award; and
 - (2) Authorize others to receive, reproduce, publish, or otherwise use the data for Federal purposes.
- e. (1) The Cooperator or subrecipient must provide research data relating to published research findings produced under the Federal award and that were used by the Federal Government in developing an agency action that has the force and effect of law if requested by the Agency in response to a Freedom of Information Act (FOIA) request. When the Agency obtains the research data solely in response to a FOIA request, the Agency may charge the requester a reasonable fee equaling the full incremental cost of obtaining the Agency may charge the requester a fee for the cost of obtaining the research data. This fee should reflect the costs incurred by the Agency and the Cooperator or subrecipient. This fee is in addition to any fees the Agency may assess under the FOIA (5 USC 552(a)(4)(A)).
 - (2) Published research findings means when:
 - (a) Research findings published in a peer-reviewed scientific or technical journal; or
 - (b) Research findings publicly cited by a Federal agency in developing an agency action that has the force and effect of law.
 - (3) Research data means the recorded factual material commonly accepted in the scientific community as necessary to validate research findings. Research data does not include any of the following:
 - (a) Preliminary analyses, drafts of scientific papers, plans for future research, peer reviews, or communications with colleagues. This "recorded" material excludes physical objects (for example, laboratory samples).
 - (b) 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
 - (c) Personnel, medical, and other personally identifiable information that, if disclosed, would constitute an invasion of personal privacy. Information that could identify a particular person in a research study is not considered research data.
- f. The Agency agrees to work with Cooperator to maximize public access to Federally funded research results and data in a manner that protects data providers' confidentiality, privacy, and security. The Cooperator may ask the Agency for guidance on making restricted-access data available through a variety of mechanisms. FOIA may not be the most appropriate mechanism for providing access to intangible property, including Federally funded research results and data. Refer to article 27 Public Access.

8. COOPERATOR RESPONSIBILITIES

- The Cooperator agrees to furnish the Agency goods and/or services, including personal services, as provided in an executed Research Support Agreement and subsequent amendment(s).
- The administrative supervision of Cooperator employees is the sole responsibility of the Cooperator.

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- Invoices shall not exceed the amount authorized in the RSA. The Cooperator is not to continue performance under the RSA or otherwise incur costs in excess of the amount on the REE-451 Award Face Sheet. Unallowable costs will not be approved in any case. (See article 11, for allowable costs.)
- Responsible for disability payments for Cooperator's employees who are on long-term disability status.
- Responsible for informing Cooperator employees that RSA positions are subject to annual renewals and approvals.
- Responsible for determining citizenship status of Cooperator employees.

9. PRIOR APPROVALS

Written approval is required for the following:

- Amendments to an existing RSA.
- Reimbursement of travel costs.
- Operation of government-owned vehicles (GOV) by Cooperator employees.

10. FUNDING AVAILABILITY

The Agency's participation shall be subject to passage, by the Congress of the United States, of an appropriation of funds for the fiscal year from which expenditures may be legally made.

11. ALLOWABLE COSTS

Payments, up to the amount specified in the RSA, shall be made only for allowable, allocable, reasonable, and necessary costs.

Pre-award costs are never allowed.

12. INDIRECT COSTS

Cooperator indirect costs must not exceed 10 percent of direct costs. (Refer to 7 USC 3319a.)

13. PAYMENTS

The method of payment is identified on the REE-451 Award Face Sheet and will indicate either HHS/PMS or EFT/Treasury Check. The preferred method of payment is through HHS/PMS.

When payment is through HHS/PMS. The cooperator will draw down funds for advance or reimbursement in this government system. Information is available at <https://pms.psc.gov/> and the Agency will work with the cooperator on enrollment.

When payment is through EFT/Treasury Check. Payments to the Cooperator will be made on a reimbursable basis. To assure invoices are received and processed by the Agency in a timely manner, the cooperator must submit invoices to the ADO and the following information must be included on each invoice:

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- Federal Award Identification Number (FAIN).
- Unique Entity Identifier (UEI).
- The period covered by each invoice.
- Itemized list of budgeted costs for reimbursement.
- The following certification statement, which must be signed by an official of the cooperator with the authority to legally bind the Cooperator:

“By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

Withholding payment. Payment for allowable costs will not be withheld at any time during the period of performance unless required by Federal statute, regulations or in one of the following instances:

- i. Cooperator has failed to comply with the terms and conditions of the RSA; or
- ii. Cooperator is delinquent in a debt to the United States as defined in OMB Circular A-129, “Policies for Federal Credit Programs and Non-Tax Receivables.

Under such conditions, the Agency may, after providing reasonable notice, withhold payments to the cooperator for financial obligations incurred after a specified date until the conditions are corrected (upon subsequent compliance) or the debt is repaid to the Federal Government.

14. COLLECTION OF AMOUNTS DUE

Any monies that are payable or may become payable under this RSA may be subject to administrative offset for the collection of delinquent debt to the person or legal entity owed to the United States under the Federal Claims Collection Act of 1966, as amended by the Debt Collection Act of 1982 (31 USC 3701, 3711, 3716-3719); 4 CFR Part 102 and 7 CFR Part 3.

- a. Any funds paid to the Cooperator in excess of the amount to which the Cooperator is finally determined to be entitled under the terms of the RSA constitute a debt to the Federal government. If not paid within 90 calendar days after demand, the Agency may reduce the debt by making an administrative offset against other requests for reimbursements;
- b. Withholding advance payments otherwise due to the Cooperator; or
- c. Other action permitted by Federal statute.

Except where otherwise provided by statutes or regulations, the Agency will charge interest on an overdue debt in accordance with the Federal Claims Collection Standards (31 CFR Parts 900 through 999). The date from which interest is computed is not extended by litigation or the filing of any form of appeal.

15. AMENDMENTS

It is within the Agency’s authority to reduce, discontinue or eliminate personal services or goods ordered under an RSA when the Agency determines funds are no longer available or work is no longer needed. A duly signed amendment is required any time the RSA requires a change in duration, funds, budget revisions, or

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personnel. Unilateral amendments to the RSA may be issued by the ADO for ARS changes, which are purely administrative in nature.

16. REPORTING REQUIREMENTS

Performance. The Cooperator agrees to furnish a detailed Management Report to the ADO. (See REE-451, Award Face Sheet for reporting frequency.)

Quarterly or semi-annual Management Reports are due 30 calendar days after the reporting period. The final Management Report is due no later than 90 calendar days after the expiration or termination of the RSA.

The following minimum information is required for the Management Reports:

- Name of Institution
- Federal Award Identification Number (FAIN)
- Details of reporting period expenses: (Salary and Non-Salary)
- Cumulative (Year-to-Date) totals

If an RSA statement of work requires a technical performance report, the final report is due no later than 90 calendar days after the expiration or termination of the RSA.

Financial. A Final SF-425 Federal Financial Report is required to be submitted to the ADO no later than 90 days after the expiration or termination of the RSA.

17. AGENCY TECHNICAL SUPERVISION

Cooperator employees may work alongside Agency employees and may perform tasks similar to Agency employees. Agency employees plan the work to be completed, direct work in progress, provide guidance and expertise, and inspect performance tasks. Agency employees may technically supervise the work of Cooperator employees assigned to this agreement at Agency facilities or carried out in cooperator facilities.

However, Agency employees may not intervene in the employer-employee relationship between the Cooperator and its' employees. Administrative supervision of cooperator employees must remain the sole responsibility of the Cooperator. Administrative actions include but are not limited to issues regarding:

- Leave (sick/ annual)
- Vacation benefits
- Holiday pay
- Inclement weather dismissals
- Salary increases

Agency employees may furnish the Cooperator with opinions and recommendations on the performance of a Cooperator's employee, including the impact of requested leave on task schedules and work in progress.

18. RULES OF THE WORKPLACE

Cooperator employees, while engaged in work at the Agency's facilities, will abide by the Agency's standard operating procedures with regard to the maintenance of laboratory notebooks, dissemination of information,

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equipment operation standards, facility access, hours of work, Federal agency required training, and the Rules and Regulations Governing Conduct on Federal Property (41 CFR Part 102-74, Subpart C). Non-Federal employees will also undergo any background investigations/clearances, and submit to any health monitoring medical surveillance requirements associated with the Agency facility where they will work.

19. LABOR DISPUTES

Whenever the Cooperator has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this agreement, the Cooperator shall immediately notify the ADO and Agency PI and provide all relevant information.

20. TRAVEL

Travel may only be performed by Cooperator personnel to provide direct benefits to the research projects supported by this agreement and must be authorized in the RSA.

Travel costs are limited to those allowed by the Cooperator's formal travel policies. If the Cooperator has no formal travel policy, Federal travel regulations shall be applied in determining the amount of travel chargeable to Agency.

Surface travel or less than first-class air accommodations shall be used where and when available for travel charged to Agency.

United States flag air carrier must be used for foreign air travel when available. (49 USC 1517).

Reimbursement to the Cooperator for payment of travel expenses of Agency personnel is unallowable.

21. LIABILITY INSURANCE

The Cooperator agrees to provide its personnel with liability insurance such as Worker's Compensation, employer's liability, comprehensive general liability (bodily injury), comprehensive automobile liability (bodily injury and property damage), and/or such other insurance as deemed necessary by the Cooperator.

The Cooperator is responsible for determining the types and amounts of insurance coverage needed to provide adequate protection for its employees, taking into account the nature and scope of services to be performed under this agreement. Insurance procured for the sole purpose of covering work under this agreement may be charged to the agreement as a direct cost.

22. LIMITED LIABILITY

The Agency assumes no liability for any actions or activities conducted under this agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act, 28 USC 2671.

23. FOREIGN TRANSLATION CERTIFICATION

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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 accurate, valid translation of the English source text and that there are no omissions. [Only applicable to a foreign RSA with an institution of higher education.]

24. INFORMATION DISSEMINATION PRODUCTS, ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER

It is USDA policy to provide public access to all scholarly publications and digital scientific research data assets that arise from USDA-supported scientific research. Refer to article 27, Public Access, for information on peer-reviewed, scholarly publications and digital scientific research data assets arising from unclassified scientific research, supported wholly or in part by the USDA, and requirements for the submission of final peer-reviewed, accepted manuscripts.

- (a) Acknowledgement of Agency support. Per 2 CFR § 415.2, the following acknowledgment of Agency support must appear on any information dissemination products produced in support of a RSA, including those which report the results or describe the activity developed under an RSA (whether or not copyrighted):
“This material is based upon work supported by the U.S. Department of Agriculture, (type Agency name) under Agreement No. (type the Federal Award Identification Number (FAIN) here).”
- (b) Disclaimer. The following disclaimer must also be included unless the information dissemination product (including publication or applicable audiovisual) is formally cleared by the Agency: “Any opinions, findings, conclusion, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the view of the U.S. Department of Agriculture.”
- (c) Any public or technical information dissemination products related to work carried out under an RSA must be submitted by the developing party to the other for advice and comment. The Agency shall provide the Cooperator with comments within 30 days of receipt. This requirement shall not be imposed upon the filing of student thesis or dissertations. Information released to the public must describe the contributions of both parties to the work effort.

In event of dispute, a separate public or technical information dissemination product may be made, with effective statements of acknowledgment and disclaimer.

- (d) The Cooperator must submit to the Agency PI copies of all final information dissemination products (including publications and applicable audiovisuals) resulting from the research conducted under the RSA. For additional information, refer to article 27. Public Access.
- (e) The Agency 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, for Federal purposes any materials developed in conjunction with an RSA or a contract under an RSA.

25. SUSPENSION, DEBARMENT, AND TERMINATION

Suspension and debarment. The Cooperator is subject to the Nonprocurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, as authorized under 2 CFR Part 180 and

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implemented by USDA under 2 CFR Part 417. The cooperator is restricted from making subawards and contracts with certain parties that are debarred, suspended, or otherwise excluded from receiving or participating in Federal awards.

Termination. The RSA may be terminated in whole or in part, upon 60 days written notification, as follows:

- (a) By the Agency, if Cooperator fails to comply with the terms of this provision and conditions of the agreement;
- (b) By the Agency for cause;
- (c) By the Agency with the consent of the Cooperator, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or
- (d) By the Cooperator upon sending to the Agency written notification setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if the Agency determines in the case of partial termination that the reduced or modified portion of the RSA will not accomplish the purposes for which the RSA was made, the Agency may terminate the RSA in its entirety.

If costs are allowed under an award, the Cooperator's responsibilities, including those for property management as applicable, shall be considered in the termination of the award, and provisions shall be made for continuing responsibilities of the Cooperator after termination, as appropriate.

Effects of suspension and termination. Costs to the Cooperator resulting from obligations incurred by the Cooperator during a suspension or after termination of an RSA are not allowable unless the Agency expressly authorizes them in the notice of suspension or termination or subsequently. However, costs during suspension or after termination are allowable if:

- (a) The costs result from obligations which were properly incurred by the Cooperator before the effective date of suspension or termination, are not in anticipation of it; and
- (b) The costs would be allowable if the RSA was not suspended or expired normally at the end of the period of performance in which the termination takes effect.

In the event that the RSA is terminated for cause by the Agency, the Agency shall reimburse the Cooperator for allowable costs incurred and noncancelable commitments entered into in accordance with the terms of the RSA, prior to the effective date of termination.

26. RECORD RETENTION AND ACCESS

Record retention requirements. The Cooperator and subrecipient must retain all Federal award records for three years from the date of submission of the final financial report. Records to be retained include but are not limited to, financial records, supporting documentation, and statistical records. The only exceptions are the following:

- (a) The records must be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken, if any litigation, claim, or audit is started before the expiration of the 3-year period.

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- (b) When the Cooperator or subrecipient is notified in writing by the Agency, cognizant agency for audit, oversight agency for audit, or cognizant agency for indirect costs to extend the retention period.
- (c) The records for property and equipment acquired with the support of Federal funds must be retained for three years after final disposition.
- (d) The 3-year retention requirement does not apply to the Cooperator or subrecipient when records are transferred to or maintained by the Agency.

Requests for transfer of records. The Agency must request the transfer of certain records to its custody from Cooperator when it determines that the records possess long-term retention value. However, the Agency arrange for the Cooperator to retain the records that have long-term retention value so long as they are continuously available to the Federal government.

Methods for collection, transmission, and storage of information. When practicable, the Agency and the Cooperator or subrecipient must collect, transmit, and store Federal award information in open and machine-readable formats. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a computer system. Upon request, the Agency must always provide or accept paper versions of the Federal award information to and from the Cooperator or subrecipient. The Cooperator or subrecipient does not need to create and retain paper copies when original records are electronic and cannot be altered. IN addition, the Cooperator or subrecipient may substitute electronic versions of original paper records through duplication or other forms of electronic conversion, provided that the procedures are subject to periodic quality control reviews. Quality control reviews must ensure that electronic conversion procedures provide reasonable safeguards against the alteration of records and assurance that records remain in a format that is readable by a computer system.

Access to records. The Agency, Inspectors General, the Comptroller General of the United States, or any of their authorized representatives, must have the right of access to any records of Cooperator or subrecipient pertinent to the RSA, to perform audits, execute site visits, or for any other official use. This right also includes timely and reasonable access to a Cooperator's or subrecipient's personnel for the purpose of interview and discussion related to such documents or the RSA in general. The Cooperator or subrecipient and Agency must take measures to protect the name of victims of a crime when access to the victim's name is necessary. Only under extraordinary and rare circumstances would such access include a review of the true name of victims of a crime. Routine monitoring cannot be considered extraordinary and rare circumstances that would necessitate access to this information. Anyu such access, other than under a court order or subpoena pursuant to a bona fide confidential investigation, must be approved by the head or delegate of the Agency. The Agency's rights of access in this paragraph are not limited to the required retention period of this term, but last as long as records are retained.

Restrictions on public access to records. The Agency may not place restrictions on the Cooperator or subrecipient that limit public access to the records of the Cooperator or subrecipient pertinent to the RSA, except for protected personally identifiable information (PII) or other sensitive information when the Agency can demonstrate that such records will be kept confidential and would have been exempted from disclosure pursuant to the Freedom of Information Act (5 USC 552), or controlled unclassified information pursuant to Executive Order 13556 if the records had belonged to the Agency. The Freedom of Information Act (FOIA) does not apply to records that remain under the Cooperator's or subrecipient's control except as required for intangible property. Unless required by Federal, State, local, or tribal law Cooperator and subrecipient are

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not required to permit public access to their records. The Cooperator's or subrecipients records provided to the Agency generally will be subject to FOIA and applicable exemptions.

27. PUBLIC ACCESS

All investigators funded by ARS 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-funded scholarly publications and public datasets must use or link them to individual digital persistent identifiers (such as ORCID iD's).

28. SCIENTIFIC INTEGRITY

The USDA Department-wide scientific integrity policy is 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.

29. 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.

**United States Department of Agriculture
AGRICULTURAL RESEARCH SERVICE**

Research Support Agreement General Provisions

30. 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.