

**United States Department of Agriculture  
General Provisions  
Trust Fund and Reimbursable Cooperative Agreements**

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**1. PURPOSE**

These provisions establish the Performing Agency's standards for award and administration of Trust Fund and Reimbursable Cooperative Agreements awarded under 7 U.S.C. 450a .

**2. DEFINITIONS**

- a. **Trust Fund Cooperative Agreement (TFCA)** – is an agreement between the Performing Agency and a Sponsoring Organization that involves cooperative research between both parties where PERFORMING AGENCY is paid in advance of performance.
- b. **Reimbursable Cooperative Agreements (RCA)** – is an agreement between the Performing Agency and a Sponsoring Organization that involves cooperative research between both parties where the Sponsor pays when billed by PERFORMING AGENCY for costs incurred in performance of project.

**3. LEGAL AUTHORITY CERTIFICATION**

The Sponsor hereby certifies that it possesses legal authority to enter into this Agreement.

**4. PERFORMANCE**

The work conducted by the Performing Agency and the Sponsor under this Agreement shall be carried out according to plans mutually agreed upon and acceptable to both parties.

**5. FINANCIAL MANAGEMENT**

Funds contributed by the Sponsor that remain unobligated at the conclusion of any Federal fiscal year may be utilized during any ensuing Federal fiscal year in a continuation of the project herein described. Funds provided by the Sponsor that remain unliquidated at the conclusion of this project or upon termination or expiration of this Agreement shall be returned by the Performing Agency to the Sponsor.

The Performing Agency's participation in this Agreement is subject to a passage by Congress of the United States of America of an appropriation of funds from which expenditures may legally be made to support the Performing Agency's participation in the cooperative research project described in the attached statement of work.

**6. CORRESPONDENCE**

Copies of correspondence and documentation shall be sent by the originating party to the Authorized Departmental Officer (ADO) citing the Agreement Number.

**7. AMENDMENTS**

- a. This Agreement may be amended by the ADO at any time by mutual agreement between the parties in writing. Unilateral amendments may be issued by the ADO for changes which are purely administrative in nature including changes caused by legislative action imposed upon the Performing Agency.
- b. Plans for continuation of the project will be developed jointly by the Sponsor and the Performing Agency and will be mutually acceptable. Prior to completion of the work effort, the parties will review the project results and determine the benefits of continuing the project. In the event the project is continued, this Agreement will be amended to provide for the additional work efforts, obligations of the parties, funding changes, and performance period.

**8. EXCHANGE AND RELEASE OF PROJECT DATA**

Any project results will be submitted by the Performing Agency to the Sponsor for advice and comment before release to any other interested parties and that there is no subsequent restriction on release by the Performing Agency.

Any public information released concerning work carried out under this Agreement will describe the contributions of both parties to the work effort.

Data which is compiled under this Agreement shall be shared and mutually interchanged by the Sponsor and the Performing Agency. Final results of the undertaking will be made available to both parties. The Performing Agency has the right to publish in scientific literature the results of this project. The Performing Agency will make available to the Sponsor manuscript copies of any publication for review and comment. In case of disagreement, the Performing Agency has the right to publish giving acknowledgment of this cooperative effort. Requests for confidentiality will be considered by the Performing

Agency pursuant to and in accordance with the provisions of the Freedom of Information Act.

Any technical publication developed as a result of this Agreement shall be submitted by the developing party to the other for advice and comment. In the event of a dispute, a separate publication may be made with effective statements of acknowledgment and disclaimer.

## **9. INTANGIBLE PROPERTY AND GOVERNMENT USE**

### **a. Patents and Inventions**

All rights, title, and interest in inventions made under this Agreement solely by employees of the Performing Agency shall be owned by the Performing Agency. Any invention made jointly under this Agreement by at least one employee of the Sponsor and at least one employee of the Performing Agency shall be jointly owned. Any invention made under this Agreement solely by individuals employed by the Sponsor shall be owned by the Sponsor, provided that the Performing Agency is granted a royalty-free, nonexclusive, irrevocable license to use the invention for U.S. Government purposes.

### **b. Copyrights**

The U.S. Government shall have a right to freely use and copy, for governmental research purposes throughout the world, any copyrightable material resulting from this Agreement.

## **10. FACILITIES, EQUIPMENT, AND SUPPLIES**

Facilities, equipment, and supplies purchased with funds contributed by the Sponsor shall become and remain the property of the Performing Agency.

Either party may furnish equipment and/or facilities at no cost to the other, as may be mutually agreed to between the Sponsor and the Performing Agency, Principal Investigator (PI) for successful completion of the project; however, in no matter shall the PERFORMING AGENCY be held liable for damage or loss of the Sponsor's property located at an PERFORMING AGENCY facility.

## **11. INSURANCE/LIABILITY**

When a Sponsor will be utilizing a Performing Agency's facilities, the Sponsor shall provide and maintain the necessary types of insurances, as may be needed under this Agreement, including but not limited to workers compensation, employers liability and comprehensive general liability in amounts sufficient to protect the Federal Government's interest in not being subject to unwarranted claims.

It is further understood that the Performing Agency shall not be held responsible for any breakage, theft, or acts of vandalism to the Sponsor's equipment and supplies during the period of the Agreement.