

**ARS □ CSREES □ ERS □ NASS**

***Bulletin***

**Title:** Standard Cooperative Agreement

**Number:** 08-703

**Date:** September 16, 2008

**Expiration:** Until Rescinded

**Originating Office:** Extramural Agreement Division, AFM/ARS

**Distribution:** ARS Headquarters, Areas, and locations

This Bulletin outlines the revised policies and procedures for award and administration of the Standard Cooperative Agreement.

## Definitions

**Anti-Deficiency Act** - Legislation enacted by the United States Congress to prevent the incurring of obligations or the making of expenditures (outlays) in excess of amounts available in appropriations or funds.

**Authorized Departmental Officer (ADO)** - The Agency's official delegated authority to negotiate, award, administer, suspend, and terminate extramural agreements. The ADO is the only person that can obligate funds or commit the resources of the Agency with regard to extramural agreements.

**Standard Cooperative Agreements (StCA)** - Special purpose agreements between ARS and another party that define the contribution to the cooperative relationship relative to the use of land, labor, equipment, facilities, livestock, or other resources *without there being an involvement of funds*. If there is any intention to pay or receive payment for any use of resources, a lease, purchase order or contract should be used.

**Federal Tort Claims Act (FTCA) Clause** - Federal Tort Claims Act (28 U.S.C. Section 1346(b) and 28 U.S.C. Sections 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 the 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.

## Background

EAD established a workgroup to review the StCA for compliance with current extramural agreement policies and procedures.

The workgroup concluded the following:

- The terms of the existing Statement of Work (SOW) were outdated.
- The references provided in the REE-451 were outdated.
- Use of the Fair Market Value Clause (FMVC), which provided for compensation (up to an established limit) to the Cooperator for future anticipated injury or damage, was in violation of the Anti-Deficiency Act.

## **Purpose**

The purpose of this Bulletin is:

- To update the SOW for the StCA.
- To update and require the use of the REE-451 for the StCA.
- To eliminate the use of the FMVC in the StCA.

## **Policy**

The following policies are effective immediately:

- The ADO shall ensure use of the REE-451 (Exhibit 1) for all new StCAs awarded under the authority of 7 U.S.C. 3318(b) and ensure the implementation of the new StCA SOW (Exhibit 2).
- All active StCAs, which include the FMVC, shall be allowed to expire without modification to the terms and conditions.

/s/ SHERRI L. CARROLL

SHERRI L. CARROLL  
Extramural Agreements Division

2 Enclosures  
Exhibit 1: REE 451  
Exhibit 2: Standard Cooperative Agreement (SOW)

ARS CFDA NO. 10.001

UNITED STATES DEPARTMENT OF AGRICULTURE <b>EXTRAMURAL AGREEMENT</b>		<b>Type of Research Agreement</b> Standard Cooperative Agreement	<b>Control No.</b> N/A
<b>Title of Project</b>	<b>Agreement Number</b>	<b>Type of Action</b>	<b>Accession No.</b> N/A
	<b>Period of Agreement</b> thru		
	<b>Project Number</b>	<b>Authority</b> 7 U.S.C. 3318(b)	
<b>Agency (Name and Address)</b>	<b>Agreement Total</b>	<b>Change in Agreement Total</b>	
	N/A	N/A	
	<b>Accounting Distribution</b> (Accounting Code / Amount)		
			N/A
<b>Authorized Departmental Officer's Designated Representative (Name and Address)</b>	<b>Cooperator/Recipient/Sponsor (Name and Address)</b>		
<b>Finance Office (Complete Mailing Address)</b>	<b>Designated Representative (Name and Address) for the above:</b>		
N/A			

**APPLICABLE PROVISIONS**

This Agreement includes the following:

- Statement of Work; or
- Proposal
- Sponsor's Proposal
- Budget (Form REE-454)
- Budget (Form Ree-455)

Payment:

- HHS/Payment Management System
- Treasury Check/EFT
- ARS Receives Funds
- Advance Payment Authorized
- Pre-Award Costs Authorized

Applicable Provisions: Available at <http://www.afm.ars.usda.gov/agreements/partnership.htm>

- Non-Assistance Cooperative Agreements
  - Research Support Agreement (REE-452R)
  - TFCA and RCA (REE-22)
  - Grants and ATCA (REE-453)
  - Non Funded Coop. Agreement (REE-29)
- Reporting Requirements (submit)  ADODR  Sponsoring Organization
- Submit:  Performance Reports  Financial Reports  Management Reports (RSA Only)
- Quarterly  Quarterly  Quarterly
  - Semi-annual  Semi-annual  Semi-annual
  - Annual  Annual  Annual
  - Final  Final  Final

Other (Specify):

- AD-1047 - Certification Regarding Debarment, Suspension and other Responsibility Matters - Primary Covered Transactions
  - AD-1049 - Certification Regarding Drug-Free Workplace Requirements- Non-Individuals
  - AD-1050 - Certification Regarding Drug-Free Workplace Requirements - Individuals
  - USDA Civil Rights Poster (AD-475A)
  - REE-26 - Certification Regarding Performing Organization Type
  - Certification Regarding Lobbying - Contracts, Grants, Loans and Cooperative Agreements
  - Attachment A - RSA Monthly Management Reporting Template
  - Comments
- Annual Report of Inventions and Subcontracts via iEdison Web interface at <http://www.iEdison.gov>

For the United States Department of Agriculture

<b>Authorized Departmental Officer</b>	<b>Typed Name</b>	<b>Date</b>
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For the Performing Organization  
(Signature of persons authorized to incur contractual obligations)

<b>Signature</b>	<b>Typed Name and Title</b>	<b>Date</b>
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<b>Signature</b>	<b>Typed Name and Title</b>	<b>Date</b>
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*Agreement No. (Insert Agreement No.)*  
*Standard Cooperative Agreement*  
*(Insert Cooperator Name)*  
*(Insert City, State, Zip Code)*

It is the intention of the United States Department of Agriculture, Agricultural Research Service (ARS), **(Insert Area Office)** Area, **(Insert Research Unit, City, State)**, hereinafter referred to as ARS/**(Insert Research Unit)**, and **(Insert Cooperator Name)**, hereinafter referred to as The Cooperator, to participate in this study entitled **(Insert Project title)** and that the research shall benefit the people of the United States of America. ARS and the Cooperator may be referred to individually as a "Party" and collectively as "Parties" in this Cooperative Agreement.

In consideration of such mutual benefit, the Parties hereto agree as follows:

**A. COOPERATOR AGREES TO:**

1. Provide and grant ARS representatives **(identify the land, labor, equipment, facilities, livestock or other resources being provided)** for the purpose of **(identify requirements)**. The legal description of the resources is identified as **(identify the legal description(s) of the resource(s) to be accessed/ utilized by ARS scientists)**.
2. Meet with ARS representatives, on or about **(Insert Date of Termination of Agreement)**, to determine the necessity of continuing this agreement.

**B. ARS AGREES TO:**

1. Be responsible for **(identify requirements)**.
2. Make arrangements for **(identify requirements)**.
3. Exercise reasonable precautions to avoid injury to land, labor, equipment, facilities, livestock or other resources of the Cooperator furnished under A.1. listed above.

**C. IT IS MUTUALLY UNDERSTOOD AND AGREED THAT:**

1. The Federal Tort Claims Act (FTCA) (28 U.S.C. § 1346(b) and 28 U.S.C. §§ 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.

2. 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.
3. This Cooperative Agreement may be terminated in writing by either Party upon 90 calendar days notice to the other Party.
4. The ARS/Research Unit representative or contact person is identified on Page 1 of this Cooperative Agreement.
5. Copies of correspondence and documentation regarding this Agreement should cite Agreement Number (**Insert Agreement Number**). Copies of such correspondence and documentation between the Cooperator and the Authorized Departmental Officers Designated Representative (ADODR) shall be sent by the originating Party to the Authorized Departmental Officer (ADO) at the following address:

**(Enter ADO Name)**

Authorized Departmental Officer

USDA/ARS/**(Enter Area or location Office)**

**(Enter Address 1)**

**(Enter Address 2)**

**(Enter City, State, Zip)**

Phone:

Fax:

E-mail: