

USCO General Terms and Conditions
Apply to all agreement types (cost reimbursable, joint venture, grant-cooperative agreement) unless otherwise specified

1. Introduction

(a) The recipient and any sub-recipient must comply with the applicable general USCO terms and conditions outlined below. These terms and conditions are in addition to the assurances and certifications made as part of the award and terms, conditions, and restrictions reflected on the official assistance award document. Recipients must review their official award document for additional administrative and programmatic requirements. Failure to comply with the general terms and conditions outlined below and those directly reflected on the official assistance award document may result in enforcement actions as outlined in 2 CFR 200.339 and 200.340.

(b) If the USCO General Terms and Conditions have been revised, USCO will update the terms and conditions when it provides additional funding (incremental or supplemental) prior to the end of the period of performance of this agreement. The recipient must comply with the revised terms and conditions after the effective date of the USCO action that leads to the revision. Revised terms and conditions do not apply to the recipient's expenditures of USCO funds or activities the recipient carries out prior to the effective date of the USCO action. USCO will inform the recipient of revised terms and conditions in the action adding additional funds.

2. Applicability of 2 CFR 200 as adopted by USDA through 2 CFR part 400

The provisions of 2 CFR 200 as adopted by USDA through 2 CFR part 400 will apply to all Federal awards made after December 26, 2014. The General Terms and Conditions below will apply for all grants and cooperative agreements made after December 26, 2014. Consistent with the OMB Frequently Asked Questions at <https://cfo.gov/cofar> on Effective Date and Incremental Funding, any new funding through an amendment (supplemental or incremental) on or after December 26, 2014, and any unobligated balances (defined at 2 CFR 200.1) remaining on the award at the time of the amendment, will be subject to the requirements of the Uniform Administrative Requirements, Cost Principles and Audit Requirements (2 CFR Parts 200 and 400).

3. Order of Precedence

In the event of any inconsistency between provisions of the award, the inconsistency will be resolved by giving precedence in the following order:

Applicable laws and statutes of the United States, including any specific legislative provisions mandated in the statutory authority for the award

Code of Federal Regulations (CFR)

Standard terms and conditions of the award document

Application documents

4. Activities Conducted Abroad

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

5. Audit and Records

(a) In accordance with 2 CFR 200.501(a), the recipient hereby agrees to obtain a single audit from an independent auditor, if their organization expends \$750,000 or more in total Federal funds in their fiscal year beginning on or after December 26, 2014.

The recipient must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the recipient's fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse's Internet Data Entry System available at: <https://facides.census.gov/>.

For complete information on how to accomplish the single audit submissions, you will need to visit the Federal Audit Clearinghouse Web site: <https://facweb.census.gov/>

(b) The recipient shall maintain financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. The only exceptions are noted in 2 CFR 200.334(a)-(f).

(c) USCO shall retain the right to conduct a financial review, require an audit, or otherwise ensure adequate accountability of organizations expending USCO funds regardless of the audit requirement.

(d) Pass-through entities may charge Federal awards for the cost of agreed-upon-procedures engagements to monitor subrecipients (in accordance with 2 CFR 200.331-333) who are exempted from the requirements of the Single Audit Act and 2 CFR 200 Subpart F Audit Requirements. This cost is allowable only if the agreed-upon-procedures engagements are consistent with 2 CFR 200.425 (c) (1)-(3).

(e) In cases of continued inability or unwillingness to have an audit performed in accordance with this part, USCO shall consider appropriate sanctions which may include suspension of all or a percentage of disbursements until the audit is satisfactorily completed.

6. Applicability of Federal Financial Assistance Requirements

The recipient of the Federal award agrees to comply with the following regulations, as applicable. The full text of Code of Federal Regulations (CFR) references may be found at: <https://www.ecfr.gov/>.

2 CFR Part 25, "Universal Identifier and System for Award Management";

2 CFR Part 170, "Reporting Subaward and Executive Compensation Information";

2 CFR Part 175, "Award Term for Trafficking in Persons";

2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)";

2 CFR Part 182, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)";

2 CFR Part 184, "Buy America Preferences for Infrastructure Projects";

2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards";

2 CFR Part 400, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”;
2 CFR Part 415, “General Program Administrative Regulations”;
2 CFR Part 416, “General Program Administrative Regulations for Grants and Cooperative Agreements to State and Local Governments”;
2 CFR Part 417, “Nonprocurement Debarment and Suspension”;
2 CFR Part 418, “New Restrictions on Lobbying”;
2 CFR Part 421, “Requirements for Drug-Free Workplace (Financial Assistance)”;
37 CFR part 401.14, “Standard Patent Rights Clauses”;
Other laws; regulations, including applicable program-specific regulations; Executive Orders; and other applicable requirements, which are hereby incorporated into this Federal award.

7. Disputes

Whenever disputes, disagreements or misunderstanding arise regarding issues under this Federal award, the recipient and USCO shall attempt to resolve the issues by discussion and mutual agreement as soon as practicable. If the parties are unable to mutually resolve the dispute, the recipient may submit, in writing, a disputed claim or issue to the USCO Deputy Administrator for the Division administering the Federal award, or their designee, for a decision. No hearing will be provided, unless another hearing, appeal, or other administrative proceeding is available to the recipient under any statute or regulations applicable to the action involved. The recipient’s submission must specify the nature and basis of the claim and the relief requested and include all data to support such claim. A copy of the submission shall be concurrently furnished to the Grants Management Officer. The Grants Management Officer shall furnish the recipient a written copy of the Deputy Administrator’s decision. Decisions of the Deputy Administrator shall be final unless, within 30 days of receipt of the decision, the recipient appeals the decision to the USCO Administrator. Any appeal made shall be in writing and addressed to the USCO Administrator. No hearing will be provided.

8. Non-Supplanting Requirement

All recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have budgeted for the same purpose through non-Federal sources.

9. Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the terms and condition of your award. All recipients must comply with any requirements set forth in the program NOFO.

10. Notices

Any notice given by USCO, or the recipient will be sufficient only if in writing and transmitted electronically by e-mail (not by postal mail), as follows:

To USCO: USCO Program Point of Contact and USCO Grants Administrative Officer, at the email address specified in this Federal award.

To the recipient: The recipient's principal contact's email address specified in this Federal award. Notices will be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

11. Revision of Budget and/or Program

Revisions to budget and program plans must be made in accordance with 2 CFR 200.308.

(a) The approved Federal award budget is the financial expression of the recipient's program as approved by USCO, pending approval of any subsequent budget.

(b) The recipient is required to report deviations from budget or project scope or objective, and request prior approvals from the USCO Program Manager and USCO Grants Management Officer for any of the following reasons:

(1) To change the scope or the objectives of the program (even if there is no associated budget revision requiring prior written approval).

(2) To change a key person where specified in the awarding document.

(3) For awards over the simplified acquisition threshold (currently \$250,000), to move funds between budget line items or cost categories where the cumulative amount of such transfers is over 10 percent of the total award budget.

(4) The disengagement from the project for more than three months or to allow a 25% reduction in time devoted to the project, by the approved project director or principal investigator.

(5) Additional Federal funding is needed.

(6) The inclusion, unless waived by USCO, of costs that require prior approval in accordance with 2 CFR 200, Subpart E – Cost Principles.

(7) The transfer of funds budgeted for participant support costs as defined in 2 CFR 200.1, to other categories of expense.

(8) Unless described in the application and funded in the approved Federal award, the subawarding, transferring or contracting out of any work under the Federal award. This provision does not apply to the acquisition of supplies, material, equipment or general support services.

(9) Changes in the amount of approved cost-sharing or matching provided by the recipient.

(c) USCO is under no obligation to reimburse the recipient for costs incurred in excess of the total amount obligated under the Federal award. If the total obligated amount under the Federal award has been increased, USCO will notify the recipient in writing of the increase and specify the new total obligated amount.

(d) When requesting approval for budget revisions, the recipient must use the same format for budget information that was used in the application.

12. Rules of the Workplace

Recipient employees, while engaged in work at USCO's facilities, will abide by USCO's standard operating procedures regarding the maintenance of laboratory notebooks, dissemination of information, equipment operation standards, hours of work, conduct, HSPD-12 requirements (access to buildings and computer systems), and other incidental matters stated in the rules and regulations of USCO.

13. Subawards

If the recipient chooses to pass funds from this assistance agreement to other entities through a subaward, the recipient must comply with applicable provisions of 2 CFR Part 200, including 2 CFR 200.331-333.

14. Tangible Personal Property

The recipient is required to provide annual, award closeout, and disposition request reports related to their inventories of USCO furnished tangible personal property or those tangible personal property items acquired with funds under this Federal award using the SF-428 cover sheet and either: Annual Report, SF428-A; Final (Award Closeout) Report, SF-428-B; and a Disposition Request/Report, SF-428-C. A Supplemental Sheet, SF-428S, may be used to provide detailed individual item information.

Tangible personal property means property of any kind, except real property, that has physical existence. It includes equipment and supplies. It does not include copyrights, patents, or securities.

15. Termination

The Federal award may be terminated, in whole or part, as outlined in 2 CFR 200.340.

16. Publications, Acknowledgment of Support, Audiovisuals, and Press Releases

(a) *Publications.* USCO 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, any materials developed in conjunction with a Federal financial assistance activity or contract under such an agreement.

(1) Recipients must acknowledge USCO support, whether cash or in-kind, in any publications written or published with Federal award support and, if feasible, on any publication reporting the results of, or describing, a Federal-award-supported activity as follows: “This material is based upon work supported by the U.S. Department of Agriculture, U.S. Codex Office, under Federal award No. (Recipients should enter the applicable Federal Award Identification Number here).”

(2) All such material must also contain the following disclaimer unless the publication is formally cleared by USCO: “Any opinions, findings, conclusions, 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.”

(3) Any public or technical information related to work carried out under a Federal award shall be submitted by the developing party to the other for advice and comment. Information released to the public shall describe the contributions of both parties to the work effort. In the event of a dispute, a separate publication may be made with effective statements of acknowledgment and disclaimer.

(4) The recipient, or its designees, is not authorized to develop and publish documents that could be sold and distributed for profit.

(b) *Media.* Recipients shall acknowledge USCO support, as indicated in paragraph (a)(1) above, in any form of media (print, DVD, audio production, web, etc.) produced with Federal support that has a direct production cost to the recipient of over \$5,000. Unless the terms of the Federal award provide otherwise, this requirement does not apply to media produced as research

instruments or for documenting experimentation or findings and intended for presentation or distribution to a USDA/USCO audience.

(c) *Audiovisual*. USCO must determine ownership of the audiovisual production based on the parties' contributions to the production. Where USCO and/or other Federal agencies contribute at least 50 percent of the total costs, including in-kind contributions, to develop an audiovisual production, it is owned by the USCO.

(1) If USCO determines that it has ownership, then USCO must obtain the audiovisual using the Office of Management and Budget governmentwide audiovisual contracting procedures.

(2) If USCO determines that the recipient has ownership, then the recipient is not subject to USDA approvals and the governmentwide audiovisual contracting procedures.

(3) USCO must obtain a copy of the recipient's audiovisual production and retain the right to duplicate the video for Government purposes. USCO must use Government procurement procedures to duplicate the video for USCO purposes.

(4) Any audiovisual which is produced with Federal award support, and which has a direct production cost to the recipient of over \$5,000 must contain an acknowledgement of USCO support.

(d) *Press Releases*. Press releases or other forms of public notification will be submitted to USCO for review prior to release to the public. USCO will be given the opportunity to review, in advance, all written press releases and any other written information to be released to the public by the recipient, and require changes as deemed necessary, if the material mentions by name USCO or the USDA, or any USDA employee or research unit or location.

(e) *Miscellaneous*.

(1) *Publication Requirement*. The recipient must provide the Grants Management Officer and Project Manager with one copy of all published works developed under the Federal award and with lists of other written work produced under the award.

(2) *Nondiscrimination Statement – Printed, Electronic, or Audiovisual Material Requirement*. The recipient shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding: "In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, political belief, reprisal or retaliation, and/or income derived from a public assistance program or activity conducted or funded by USDA.

(Not all prohibited bases apply to all programs.) To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (866) 632-9992 (voice) or (202) 401-0216 (TDD). USDA is an equal opportunity provider and employer." If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text: "This institution is an equal opportunity provider."

(a) Allocation of rights for copyrights must be in accordance with 2 CFR 200.315 and 2 CFR 200.448. In accordance with 2 CFR 200.315, USCO has the right to reproduce, publish, use, and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement for Federal purposes.

(b) The recipient may not copyright text, photographs, or materials created by USCO or other U.S. government employees on Government time and/or composed on Government equipment.

18. Patent Rights

(a) Allocation of rights for patents must be in accordance with 2 CFR 200.315 and 2 CFR 200.448. Unless otherwise provided by law, NFEs are also subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance located at 37 CFR Part 401 and the standard patent rights clause located at 37 CFR 401.14.

(b) Each agreement awarded by the recipient to a small business firm, non-profit organization, or university which is to be performed in the United States, its possessions, or Puerto Rico and has as a purpose the performance of experimental, development, or research work, must contain the patents rights provision.

(c) Pursuant to the Bayh-Dole Act, USCO retains the right to a worldwide, nonexclusive, nontransferable, irrevocable, paid-up license to practice the invention owned by the assistance agreement holder, as defined in the Act. To streamline the invention reporting process and to facilitate compliance with the Bayh-Dole Act, the recipient must utilize the Interagency Edison extramural invention reporting system at <https://www.nist.gov/iedison>. Annual utilization reports must be submitted through the system. The recipient is required to notify the USCO program point of contact identified on the award document when an invention report, patent report, or utilization report is filed at <https://www.nist.gov/iedison>.

19. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition of Recipient Integrity and Performance Matters located at 2 CFR part 200, Appendix XII, the full text of which is incorporated here by reference in the terms and conditions of your award.

20. Scientific Integrity and Research Misconduct

The recipient agrees to comply with USDA's Department-wide [scientific integrity policy](#) implemented in [Departmental Regulation 1074-001](#) when conducting, supervising, and communicating science and when using or applying the results of science. The recipient is expected to uphold the principles of scientific integrity when engaging in scientific activities identified in this Departmental Regulation. Scientific integrity is the condition resulting from adherence to professional values and practices when conducting, reporting, and applying the results of scientific activities that ensures objectivity, clarity, and reproducibility, and that

provides insulation from bias, fabrication, falsification, plagiarism, inappropriate influence, political interference, censorship, and inadequate procedural and information security. Additional information can be found here: <https://www.usda.gov/our-agency/staff-offices/office-chief-scientist-ocs/scientific-integrity-and-research-misconduct>

Research Misconduct

(a) The recipient bears the primary responsibility for prevention and detection of research misconduct and for the inquiry, investigation and adjudication of research misconduct alleged to have occurred in association with their own institution as described at 2 CFR 422.

(b) The recipient shall:

(1) Maintain procedures for responding to allegations or instances of research misconduct that have the following components:

(i) Appropriate separations of responsibility for inquiry, investigation, and adjudication;

(ii) Objectivity;

(iii) Due process;

(iv) Whistle blower protection;

(v) Confidentiality;

(vi) Timely resolution;

(2) Promptly conduct an inquiry into any allegation of research misconduct;

(3) Conduct an investigation if an inquiry determines that the allegation or apparent instance of research misconduct has substance;

(4) Provide appropriate separation of responsibilities between those responsible for inquiry and investigation, and those responsible for adjudication;

(5) Advise USCO of outcome at end of inquiries and investigations into allegations or instances of research misconduct; and

(6) Upon request, provide USCO hard copy (or website address) of their policies and procedures related to research misconduct.

(c) Research misconduct or allegations of research misconduct shall be reported to the USDA Research Integrity Officer (RIO) and/or to the USDA, Office of Inspector General (OIG) Hotline.

(1) The USDA RIO can be reached at: USDA Research Integrity Officer, 214–W Whitten Building, Washington, DC 20250, Telephone: 202–720–5923,

Email: researchintegrity@usda.gov.

(2) The USDA OIG Hotline can be reached at: United States Department of Agriculture, Office of Inspector General, P.O. Box 23399, Washington, DC 20026–3399, Telephone: 1–800–424–9121, Email: usda_hotline@oig.usda.gov.

21. USDA Guidelines for Quality of Information

This Federal Award is subject to the “Guidelines for Ensuring and Maximizing the Quality, Objectivity, Utility, and Integrity of Information Disseminated by Federal Agencies; Republication” and the “USDA Guidelines for Quality of Information” which are found at <https://www.usda.gov/ocio/guidelines-and-compliance-resources/information-quality-activities/background>.

22. Security Issues

(a) The recipient is encouraged to obtain the latest Department of State Travel Advisory Notices before traveling. These Notices are available to the general public and may be obtained directly from the State Department, or via Internet. Where security is a concern in a specific region, recipients may choose to notify the US Embassy of their presence when they have entered the country. This may be especially important for long-term posting.

(b) If security issues are affecting the recipient's ability to meet timelines and/or to substantially accomplish the goals and objectives established under this Federal award, then the recipient must immediately contact the USCO Program Point of Contact and USCO Grants Administrative Officer noted in the award.

23. Disclosing Conflicts of Interest

For awards to Non-federal entities and individuals (other than states and fellowship recipients)

As required by 2 CFR 200.112 and 400.2, USDA/USCO has established a conflict-of-interest policy (COI Policy) for disclosure of COIs that may affect USDA/USCO financial assistance awards. USDA/USCO's COI Policy is posted at <https://www.USCO.usda.gov/grants/policies>. The posted version of the USDA/USCO COI Policy is applicable to new funding (initial awards, supplemental funding, and incremental funding) awarded on or after October 1, 2023, and recipients of such funding must comply with applicable provisions of the policy.

For competitive awards, recipients must disclose any competition-related COIs described in section 4.0(a) of the COI Policy that are discovered after award to USDA/USCO's point of contact identified in Section G of the solicitation within 10 calendar days of discovery of the COI. USDA/USCO's COI Policy requires that recipients have systems in place to address, resolve and disclose to USDA/USCO potential and actual COIs described in sections 4.0(b), (c) and (d) of the COI Policy that affect any contract or subaward, regardless of amount, funded under this award. The recipient's COI Point of Contact for the award must disclose any potential or actual COI to the USDA/USCO's point of contact identified in Section G of the solicitation within 30 calendar days of the discovery of the COI and describe the recipient's approach for resolving the COI. The USDA/USCO point of contact will respond to any disclosure within 30 calendar days.

USDA/USCO's COI Policy requires that subrecipients have systems in place to address, resolve and disclose COIs described in section 4.0(b), (c), and (d) of the COI Policy regardless of the amount of the transaction. Recipients who are pass-through entities, as defined in 2 CFR 200.1, must require that subrecipients being considered for or receiving subawards disclose COI to the pass-through entities in a manner that, at a minimum, is in accordance with sections 5.0(d) and 7.0(c) of USDA/USCO's COI Policy. Pass-through entities must disclose the subrecipient COI, along with the approach for resolving the COI, to USDA/USCO's point of contact identified in Section G of the solicitation within 30 calendar days of receiving notification of the COI by the subrecipient.

Upon receiving notice from a recipient of a potential or actual COI and an approach for resolving it, USDA/USCO will make a determination regarding the effectiveness of this approach within 30 days of receipt of the recipient's notice, unless a longer period is necessary due to the complexity of the matter. Recipients may not request payment from USDA/USCO for costs for transactions subject to the COI until they have received notification of USDA/USCO's determination. Failure to disclose a COI may result in cost disallowances.

Disclosure of a potential COI will not necessarily result in USDA/USCO disallowing costs, with the exception of procurement contracts that the Agency determines violate 2 CFR 200.318(c)(1)

or (2), provided that the recipient notifies USDA/USCO of measures the recipient or subrecipient has taken to eliminate, neutralize or mitigate the COI when making the disclosure.

For awards to states including state universities that are state agencies or instrumentalities
As required by 2 CFR 200.112 and 400.2, USDA/USCO has established a conflict-of-interest policy (COI Policy) for disclosure of COIs that may affect USDA/USCO financial assistance awards. USDA/USCO's COI Policy is posted at <https://www.USCO.usda.gov/grants/policies>. The posted version of the USDA/USCO COI Policy is applicable to new funding (initial awards, supplemental funding, and incremental funding) awarded by USDA/USCO on or after October 1, 2023, and state recipients of such funding must comply with applicable provisions of the policy. For competitive awards, recipients must disclose any competition-related COIs described in section 4.0(a) of the COI Policy that are discovered after award to USDA/USCO's point of contact identified in Section G of the solicitation within 30 calendar days of discovery of the COI. States, including state universities that are state agencies or instrumentalities, receiving funding from USDA/USCO are only required to disclose subrecipient COI as a pass-through entity, as defined by 2 CFR 200.1. Any other COIs are subject to state laws, regulations, and policies. USDA/USCO's COI Policy requires that subrecipients have systems in place to address, resolve and disclose COIs described in section 4.0(b), (c), and (d) of the COI Policy that arise after USDA/USCO made the award regardless of the amount of the transaction. States that are pass-through entities must require that subrecipients being considered for or receiving subawards disclose COIs described in section 4.0(b), (c), and (d) of the COI Policy, regardless of the amount involved, to the state in a manner that, as a minimum, is in accordance with sections 5.0(d) and 7.0(c) of USDA/USCO's COI Policy. States must disclose the subrecipient COI, along with the approach for resolving the COI, to USDA/USCO's point of contact identified in Section G of the solicitation within 30 calendar days of receiving notification of the COI by the subrecipient.

Upon receiving notice from a state of a potential or actual COI and an approach for resolving it, USDA/USCO will make a determination regarding the effectiveness of this approach within 30 days of receipt of the state's notice, unless a longer period is necessary due to the complexity of the matter. States may not request payment from USDA/USCO for costs for transactions subject to the COI until they have received notification of USDA/USCO's determination. A subrecipient's failure to disclose a COI to the state and USDA/USCO may result in cost disallowances.

Disclosure of a potential subrecipient COI will not necessarily result in USDA/USCO disallowing costs, with the exception of procurement contracts that the Agency determines violate 2 CFR 200.318(c)(1) or (2), provided that the subrecipient has taken measures that USDA/USCO and the state agree eliminate, neutralize or mitigate the conflict of interest.

24. Small Unmanned Aircraft Systems, a.k.a. drones, Purchases and Operation Costs
USCO assistance agreement recipients may charge small, unmanned aircraft systems (UAS) as defined at 14 CFR 107.3 to their USCO assistance agreement so long as costs are allowable and allocable.

The recipient agrees to include the intended use of any small, unmanned aircraft systems (UAS) defined at 14 CFR 107.3, also known as drones, to achieve environmental outputs and outcomes in negotiated workplans.

The recipient agrees to abide by all the Federal Aviation Administration regulatory requirements of 14 CFR 107 including registration, certification, training, and operation of small UAS. This includes but is not limited to recipients complete small UAS operator training at a Federal

Aviation Administration (FAA) approved Airman Knowledge Testing Center, complete remote pilot certification (FAA Airman Certificate and/or Rating Application Form 8710-13), and complete FAA UAS registration.

The recipient agrees to comply with applicable procurement requirements under 2 CFR Part 200 subpart D upon determining that small UAS purchase is more cost effective than alternative options, such as: contracting small UAS services, leasing a small UAS, or documenting conditions without using a small UAS. All small UAS costs must be reasonable, necessary, and allocable to the scope of the project (2 CFR Part 200 subpart E).

25. Indirect Costs and Tuition Reimbursement

Applicable to Joint Venture Agreements

In accordance with 7 U.S.C. 3319, indirect costs and tuition remission are not reimbursable to a State Cooperative Institution, as defined in 7 U.S.C. 3103 (18). Indirect costs, however, may be used by a State Cooperative Institution to satisfy matching or cost-sharing requirements. Funds for international agricultural programs conducted by a State Cooperative Institution and administered by the Secretary are capped at 10 percent.

Applicable to Cost Reimbursable Agreements

In accordance with 7 U.S.C. 3319a, the recipient shall not be reimbursed for indirect costs exceeding 10 percent of the total direct costs.

National Policy Terms and Conditions—Apply to all agreement types (cost reimbursable, joint venture, grant-cooperative agreement) unless otherwise specified

1. Assurance Regarding Felony Conviction or Tax Delinquent Status for Corporate Applicants

This award is subject to the provisions contained in an appropriations act(s) which prohibits the Federal Government from entering into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to any corporation having a delinquent Federal tax liability or a felony conviction under any Federal law, unless the agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government. A “corporation” is a legal entity that is separate and distinct from the entities that own, manage, or control it. It is organized and incorporated under the jurisdictional authority of a governmental body, such as a State or the District of Columbia. A corporation may be a for-profit or non-profit organization. Accordingly, by accepting this Federal award the recipient acknowledges that it(1) does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and (2) has not been convicted of a felony criminal violation under any Federal [or State] law within the preceding 24 months. The recipient must notify USCO in writing, prior to accepting this award, if it is unable to make one or both of these assertions. If the recipient is unable to make one or both of these assertions, USCO will deny the award on this basis, unless a Federal agency has considered suspension or debarment of the recipient, based on the unpaid tax liability, conviction, or both, and determined that suspension or debarment is not necessary to protect the interests of the Government.

2. Age Discrimination Act of 1975

All recipients must comply with the requirements of the Age Discrimination Act of 1975 (Title 42 U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

3. American with Disabilities Act of 1990

All recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. §§ 12101– 12213).

4. Building and Computer Access by Non-U.S. Codex Office Personnel

The recipient may be granted access to U.S. Codex Office facilities and/or computer systems to accomplish work described in the Operating Plan or Statement of Work. All non-government employees with unescorted access to U.S. Codex Office facilities and computer systems must have background checks following the procedures established by USDA Directives 3505 and Departmental Manual 4620-02. Those granted computer access must fulfill all U.S. Codex Office requirements for mandatory security awareness and role-based advanced security training and sign all applicable U.S. Codex Office statements of responsibilities. Applies when the recipient or their subrecipients/subcontractors will have unescorted access to USDA/USCO facilities or computer systems. Prior to granting access to the computer system or facility, contact USCO Information Security & Risk Management Branch.

5. Universal Identifier and System of Award Management (SAM)

All recipients are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

6. Civil Rights Obligations

This term and condition incorporates by reference the signed assurance provided by the recipient's authorized representative on Certifications and Representations in Sam.gov or Standard Form 424D, as applicable. The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, political belief, reprisal, or retaliation, and/or income derived from a public assistance program or activity conducted or funded by USDA. Note: Not all prohibited bases will apply to all programs and/or employment activities; remedies and complaint filing deadlines may vary by program.

These assurances and this term and condition obligate the recipient to comply fully with applicable civil rights statutes and implementing federal and USDA/USCO regulations.

Civil Rights Act of 1964 (Title VI)

All recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. USDA implementing regulations for the Act are found at 7 CFR Part 15, Subpart A and Subpart C.

Limited English Proficiency (Civil Rights Act of 1964, Title VI, Executive Order 13166)

All recipients must comply with the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to <https://www.lep.gov/>.

Civil Rights Act of 1968

The recipient must comply with Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR part 100, which prohibits the discrimination against any person because of race, color, religion, sex, handicap, familial status, or national origin in the sale, rental, or advertising of dwellings, in the provision of brokerage services, or in the availability of residential real estate-related transactions

Nondiscrimination

The recipient assures compliance with the following requirement: No person in the United States shall, on the grounds of race, color, national origin, gender, age, religion, political beliefs, disability, marital status, familial status, sexual orientation, or because all or part of an individual's income is derived from any public assistance source, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any project or activity under this Federal award.

Specific institutions and organizations have exemptions from the nondiscrimination requirements regarding religious preference, age limitations, gender focus, and tax exemption under section 501(a) of the Internal Revenue Code of 1954. Even though a basis or protected category is exempt in the operation of the organization, other civil rights provisions and protected bases may still apply.

These exemptions for instructional organizations are:

- (a) Educational institutions controlled by religious organizations.
- (b) Military and merchant marine educational organizations.
- (c) Membership qualifications in organizations, such as social fraternities and sororities, YMCA, YWCA, Girl Scouts, Boy Scouts, Camp Fire Girls, and voluntary youth services organizations.
- (d) Additionally, some activities have exemptions: Activities sponsored by the American Legion, such as selection of students relative to Girls State Conferences, Girls Nation Conferences, Boys State Conferences, and Boys Nation Conferences; father-son and mother-daughter activities at educational institutions if such activities are available to both gender groups equally; financial awards and scholarships that result from participation in pageants and contests limited to one gender.

To file a complaint of discrimination, write to USDA, Director, Center for Civil Rights Enforcement, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410. You may also call (866) 632-9992 (toll free) or send an email to the Office of the Assistant Secretary for Civil Rights at CR-INFO@usda.gov. Individuals who are deaf, hard of hearing, or have speech disabilities, may contact USDA through the Telecommunication Relay Service at 711 or (800) 845-6136 (Spanish). USDA is an equal opportunity provider and employer. The recipient should post within a common area of their offices a copy of the “Justice for All” poster, AD-475A.

7. Debarment and Suspension

The recipient must comply with 2 CFR part 180, as adopted and supplemented by 2 CFR part 417. These provisions protect the public interest by ensuring that the Federal Government does not conduct business, directly or indirectly, with persons who have been excluded from being a participant or principal in a covered transaction with the Federal Government. ‘Covered transactions’ are described in subpart B of 2 CFR part 180, as supplemented by subpart B of 2 CFR part 417, for the purposes of these regulations. The recipient must pay particular attention to the requirements in subpart C of 2 CFR part 180, as supplemented by subpart C of 2 CFR part 417.

The recipient must immediately inform USCO if, at any time before or after entering into a covered transaction with USCO, it or any of its principals is or becomes suspended, debarred, or otherwise excluded or disqualified from entering into covered transactions with the Federal Government or meets any of the other criteria in 2 CFR 180.335.

Before entering into a covered transaction with another person at the next lower tier, the recipient must verify that the person with whom it intends to do business is not excluded or disqualified by checking the System for Award Management (SAM) exclusions at www.sam.gov or taking another action set forth in 2 CFR 180.300. The recipient may not enter into a covered transaction with an excluded or disqualified person, unless it has obtained an exception, as specified in 2 CFR 180.305.

Before entering into a covered transaction with a participant at the next lower tier, the recipient must include a term or condition in the transaction requiring the lower tier participant to: (1) Comply with subpart C of 2 CFR part 180, as supplemented by subpart C of 2 CFR part 417; and (2) Pass the requirement to comply with subpart C of 2 CFR part 180, as supplemented by subpart C of 2 CFR part 417, to each person with whom the lower tier participant enters into a covered transaction at the next lower tier.

8. Drug-Free Workplace

The recipient must comply with the drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR part 182, as implemented and supplemented by 2 CFR part 421, in accordance with the Drug-Free Workplace Act of 1988, as amended (41 U.S.C. 8101 - 8106). This term applies unless an authorized USCO official determines that application to a Federal award would be inconsistent with the international obligations of the United States or the laws or regulations of a foreign government.

9. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the

basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance.

10. Eligible Workers

As related to workers hired for employment within the United States, the recipient shall ensure that all such employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). The recipient shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental agreements awarded under this Federal award.

11. Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

12. False Claims Act and Program Fraud Civil Remedies

All recipients must comply with the requirements of 31 U.S.C. § 3729- 3733 which prohibits the submission of false or fraudulent claims for payment to the Federal Government. See 31 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

13. Federal Funding Accountability and Transparency Act (FFATA) Reporting

In accordance with 2 CFR 200.211 and statutory requirements for Federal spending transparency (e.g., FFATA), except as noted in this section, for applicable Federal awards USCO must announce all Federal awards publicly and publish the required information on a publicly available OMB- designated governmentwide website (at time of publication, <https://www.usaspending.gov/>).

Nothing in this section may be construed as requiring the publication of information otherwise exempt under the Freedom of Information Act (5 U.S.C 552) or controlled unclassified information pursuant to Executive Order 13556.

14. Freedom of Information Act (FOIA)

Public access to Federal award records shall not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to "Freedom of Information" regulations (5 U.S.C. 552).

15. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a, all recipients must ensure that all conferences, meetings, conventions, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225. Recipients may search the Hotel-Motel National Master List at <https://apps.usfa.fema.gov/hotel/> to see if a property is in compliance, or to find other information about the Act.

16. Terrorist Financing

A. Certification Regarding Support to Terrorists

Except as previously disclosed to USCO in writing, the recipient, to the best of its knowledge, certifies that it did not, within the previous three years, knowingly engage in transactions with, or provide material support or resources to, any individual or entity that was, at the time, subject to sanctions administered by the Office of Foreign Assets Control (OFAC) within the U.S.

Department of the Treasury pursuant to the Global Terrorism Sanctions Regulations (31 CFR part 594), and the Foreign Terrorist Organizations Sanctions Regulations (31 CFR part 597), or sanctions established by the United Nations Security Council, collectively, “U.S. or UN sanctions.” The certification in the preceding sentence will not be deemed applicable to transactions entered into, or material support or resources provided, by the recipient pursuant to a license issued by OFAC.

B. Preventing Transactions with, or the Provision of Resources or Support to, Sanctioned Individuals or Entities

1. In carrying out activities under this award, except as authorized by a license issued by OFAC, the recipient will not engage in transactions with, or provide resources or support to, any individual or entity that is subject to sanctions administered by OFAC or the UN, including any individual or entity that is included on the Specially Designated Nationals and Blocked Persons List maintained by OFAC (<https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx/>) or on the UN Security Council consolidated list (<https://www.un.org/securitycouncil/content/un-sc-consolidated-list>).

2. The recipient must include the provision in Paragraph B.1, modified to substitute “subrecipient” or “contractor” for “recipient” as appropriate, in all subawards and contracts issued under this award.

3. Before providing any material support or resources to an individual or entity, the recipient will consider all information about that individual or entity of which it is aware and all public information that is reasonably available to it or of which it should be aware.

4. The recipient will also implement reasonable monitoring and oversight procedures to safeguard against assistance under this award being diverted to sanctioned individuals or entities.

C. General Provisions

1. For the purposes of this award term:

a. “Support or resources” means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safehouses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

(i) “Training” means instruction or teaching designed to impart a specific skill, as opposed to general knowledge.

(ii) “Expert advice or assistance” means advice or assistance derived from scientific, technical, or other specialized knowledge.

b. “Entity” means a partnership, association, corporation, or other organization, group, or subgroup.

2. The certification in Paragraph A will not be deemed to include the furnishing of USDA-provided funds or commodities to the ultimate beneficiaries of assistance, such as recipients of food, non-food items, medical care, micro-enterprise loans, or shelter, unless the recipient knew or had reason to believe that one or more of these beneficiaries was subject to U.S. or UN terrorism-related sanctions.

3. The prohibition in Paragraph B.1 will not be deemed to include the furnishing of USDA-provided funds or commodities to the ultimate beneficiaries of assistance under this award, such

as recipients of food, non-food items, medical care, micro-enterprise loans, or shelter, unless the recipient knows or has reason to believe that one or more of these beneficiaries is subject to U.S. or UN terrorism-related sanctions.

4. The certification in paragraph A is not applicable to the procurement by the recipient of goods or services that were acquired in the ordinary course of business through contract or purchase, such as utilities, rents, office supplies, or gasoline, unless the recipient knew or had reason to believe that the vendor or supplier of such goods or services was subject to U.S. or UN terrorism-related sanctions.

5. The prohibition in paragraph B.1 is not applicable to the procurement by the recipient of goods or services that are acquired in the ordinary course of business through contract or purchase, such as utilities, rents, office supplies, or gasoline, unless the recipient knows or has reason to believe that the vendor or supplier of such goods or services is subject to U.S. or UN terrorism-related sanctions.

6. Any violation of this award term will be grounds for unilateral termination of the agreement by USCO.

17. Lobbying Prohibitions

This assistance agreement is subject to lobbying restrictions as described below. Applicable to all assistance agreements:

i) The chief executive officer of this recipient agency shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the U.S. unless authorized under existing law. The recipient shall abide by the Cost Principles available at 2 CFR Part 200 which generally prohibits the use of federal grant funds for litigation against the U.S. or for lobbying or other political activities.

ii) The recipient agrees to comply with 2 CFR 418, New Restrictions on Lobbying. The recipient shall include the language of this provision in award documents for all subawards exceeding \$100,000 and require that subrecipients submit certification and disclosure forms accordingly.

iii) In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under 2 CFR 418 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

iv) Contracts awarded by a recipient shall contain, when applicable, the anti-lobbying provision as stipulated in the Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

v) By accepting this award, the recipient affirms that it is not a nonprofit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986 as required by Section 18 of the Lobbying Disclosure Act; or that it is a nonprofit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act. Nonprofit organizations exempt from taxation under section 501(c)(4) of the Internal Revenue Code that engage in lobbying activities are ineligible for USCO subawards. Applicable to assistance agreements when the amount of the award is over \$100,000:

i) By accepting this award, the recipient certifies, to the best of its knowledge and belief, that:
(1) No Federal appropriated funds have been or will be paid, by or on behalf of the recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal

grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the recipient shall complete and submit the linked Standard Form -- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The recipient shall require that the language of this certification be included in the award documents for all subawards exceeding \$100,000 at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

ii) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

18. Questionnaires and Survey Plans

The recipient is required to submit to USCO copies of questionnaires and other forms for clearance in accordance with the Paperwork Reduction Act of 1980 and 5 CFR part 1320.

19. Rehabilitation Act of 1973

All recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no other qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

20. Reporting Subawards and Executive Compensation Under 2 CFR Part 170 - Requirements for Federal Funding Accountability and Transparency Act Implementation; Appendix A to Part 170

Recipients are required to comply with the requirements set forth in the government-wide Award Term regarding Reporting Subawards and Executive Compensation located at 2 CFR part 170, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award. Applies to all awards under which the total funding is anticipated to equal or exceed \$30,000 in Federal funding. See 2 CFR part 170 for further specifics on applicability.

21. Text Messaging While Driving

In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All recipients, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when

driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

22. Trafficking In Persons

(a) Provisions applicable to a recipient that is a private entity.

(1) The recipient, its employees, subrecipients under this Federal award, and subrecipients' employees may not—

(i) Engage in severe forms of trafficking in persons during the period of time that the Federal award is in effect;

(ii) Procure a commercial sex act during the period of time that the Federal award is in effect; or

(iii) Use forced labor in the performance of the Federal award or subawards under the Federal award.

(2) USCO may unilaterally terminate this Federal award, without penalty, if the recipient or a subrecipient that is a private entity —

(i) Is determined to have violated a prohibition in paragraph (a)(1) of this Federal award term; or

(ii) Has an employee who is determined by the agency official authorized to terminate the Federal award to have violated a prohibition in paragraph (a)(1) of this Federal award term through conduct that is either—

(A) Associated with performance under this Federal award; or

(B) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 7 CFR 417.

(b) Provision applicable to a recipient other than a private entity. USCO may unilaterally terminate this Federal award, without penalty, if a subrecipient that is a private entity—

(1) Is determined to have violated an applicable prohibition in paragraph (a)(1) of this Federal award term; or

(2) Has an employee who is determined by the agency official authorized to terminate the Federal award to have violated an applicable prohibition in paragraph (a)(1) of this Federal award term through conduct that is either—

(i) Associated with performance under this Federal award; or

(ii) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 7 CFR 417.

(c) Provisions applicable to any recipient.

(1) The recipient must inform USCO immediately of any information the recipient receives from any source alleging a violation of a prohibition in paragraph (a)(1) of this Federal award term.

(2) USCO's right to terminate unilaterally that is described in paragraph (a)(2) or (b) of this section:

(i) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)); and

(ii) Is in addition to all other remedies for noncompliance that are available to USCO under this Federal award.

(3) The recipient must include the requirements of paragraph (a)(1) of this Federal award term in any subaward made to a private entity.

(d) Definitions. For purposes of this Federal award term:

(1) “Employee” means either:

(i) An individual employed by the recipient or a subrecipient who is engaged in the performance

of the project or program under this Federal award; or

(ii) Another person engaged in the performance of the project or program under this Federal award and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

(2) “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

(3) “Private entity”:

(i) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

(ii) Includes:

(A) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

(B) A for-profit organization.

(4) “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

23. U.S. Government Employment Status

In no event shall the Recipient or its subrecipients be considered as employees of the United States government, unless authorized by Federal Statute.

24. International Travel and the Fly America Act

The recipient must comply with the Fly America Act (49 U.S.C. 40118) and 41 CFR 301-10.131 – 301-10.143, Use of United States Flag Air Carriers, when air travel is financed by U.S. Government funds under the award.

25. Investment Promotion

(a) No funds or other support provide hereunder may be used in a project or activity reasonably likely to involve the relocation or expansion outside of the United States of an enterprise located in the United States if non-U.S. production in such relocation or expansion replaces some or all of the production of, and reduces the number of employees at, said enterprise in the United States.

(b) No funds or other support provided hereunder may be used in a project or activity the purpose of which is the establishment or development in a foreign country of any export processing zone or designated area where the labor, environmental, tax, tariff, and safety laws of the country would not apply, without the prior written approval of USCO. Applies to awards that take place outside the U.S.

26. Nondiscrimination in International Programs

No U.S. citizen or legal resident shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this

Federal award on the basis of race, color, national origin, age, handicap, or sex. Applies to awards that take place outside the U.S.

27. Regulations Governing Employees

(a) The recipient's employees shall maintain private status and may not rely on local U.S. Government offices or facilities for support while under this Federal award.

(b) The recipient's employees, while in a foreign country, are expected to show respect for its conventions, customs, and institutions, to abide by its applicable laws and regulations, and not to interfere in its internal political affairs. All recipients must ensure that project activities outside the United States are coordinated as necessary with appropriate government authorities and those appropriate licenses, permits, or approvals are obtained.

(c) In the event the conduct of any of the recipient's employees is not in accordance with the preceding paragraphs, the recipient's chief of party shall consult with the employee involved and the USCO Program Manager shall recommend to the recipient a course of action with regard to such employee.

(d) The parties recognize the rights of the U.S. Ambassador to direct the removal from a country of any U.S. citizen or the discharge from this Federal award of any third country national when, in the discretion of the Ambassador, the interests of the United States so require.

(e) If it is determined, either under (c) or (d) above, that the services of such employee should be terminated, the recipient shall use its best efforts to cause the return of such employee to the United States, or point of origin, as appropriate.

28. Agriculture Bioterrorism Protection Act

The recipient assures compliance with the Agriculture Bioterrorism Protection Act of 2002, as implemented at 7 CFR part 331 and 9 CFR part 121, by agreeing that it will not possess, use, or transfer any select agent or toxin without a certificate of registration issued by the Agency.

29. Animal Welfare Act

The recipient assures compliance with the Animal Welfare Act, as amended, 7 U.S.C. 2131, et seq., and the regulations promulgated there under by the Secretary of Agriculture (9 CFR, Subchapter A) pertaining to the care, handling, and treatment of warm-blooded animals held or used for research, teaching, or other activities supported by Federal funds. The recipient may request registration of facilities and a current listing of licensed dealers from the Regional Office of the Animal and Plant Health Inspection Service (APHIS), USDA, for the Region in which their facility is located. The location of the appropriate APHIS Regional Office, as well as information concerning this requirement, may be obtained by contacting the Senior Staff Officer, Animal Care Staff, USDA/APHIS, 4700 River Road, Riverdale, Maryland 20737.

30. Metric System of Measurement

Wherever measurements are required or authorized, they must be made, computed, and recorded in metric system units of measurement, unless otherwise authorized by the USCO Program Manager in writing when it has found that such usage is impractical or is likely to cause United States firms to experience significant inefficiencies or the loss of markets. Where the metric system is not the predominant standard for a particular application, measurements may be expressed in both the metric and the traditional equivalent units, provided the metric units are listed first.

31. Procurement of Recovered Materials

All recipients must comply with Section 6002 of the solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

32. Protection of Human Subjects

The recipient assures compliance with the following provisions regarding the rights and welfare of human subjects:

(a) The recipient is responsible for safeguarding the rights and welfare of any human subjects involved in research, development, and related activities supported by this Federal award. The recipient may conduct research involving human subjects only as prescribed in the statement of work and as approved by the recipient's Cognizant Institutional Review Board.

Prior to conducting such research, the recipient shall obtain and document a legally sufficient informed consent from each human subject involved. No such informed consent shall include any exculpatory language through which the subject is made to waive, or to appear to waive, any of his or her legal rights, including any release of the recipient or its agents from liability for negligence.

(b) The recipient agrees to comply with U.S. Department of Health and Human Services' regulations regarding human subjects, appearing in 45 CFR part 46 (as amended) and USDA regulations appearing in 7 CFR part 1c.

(c) It will comply with USCO policy, which is to assure that the risks do not outweigh either potential benefits to the subjects or the expected value of the knowledge sought.

(d) Selection of subject or groups of subjects shall be made without regard to sex, race, color, religion, or national origin unless these characteristics are factors to be studied.

33. Recombinant DNA Research

The recipient assures that it will assume primary responsibility for implementing proper conduct on recombinant DNA research and it will comply with the [National Institute of Health Guidelines for Recombinant DNA Research](#), as revised.

If the recipient wishes to send or receive registered recombinant DNA material which is subject to quarantine laws, permits to transfer this material into the U.S. or across state lines may be obtained by contacting USDA/APHIS/PPQ, Scientific Services— Biotechnology Permits, 4700 River Road, Unit 133, Riverdale, Maryland 20737. In the event that the recipient has not established the necessary biosafety committee, a request for guidance or assistance may be made to the USDA Recombinant DNA Research Officer.

34. USA Patriot Act of 2001

All recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S. C. §§ 175-175c.

35. Whistleblower Protection Act

All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 41 U.S.C. 4712, and 41 U.S.C. §§ 4304 and 4310.

36. Procurement of Goods and Services Outside the United States

When the project under this award takes place outside the United States, then the following apply:

(a) Authorized Source Requirement: Except as may be specifically approved or directed in advance in writing by the Grants Management Officer, all goods and services procured or financed with U.S. dollars which will be reimbursed under the award must meet the source and origin requirements specified in the award.

(b) Ineligible and Restricted Goods and Services:

(1) Ineligible Goods and Services. The recipient must not, under any circumstances, procure any of the following under this award:

(i) Military equipment,

(ii) Surveillance equipment,

(iii) Commodities and services for support of police or other law enforcement activities,

(iv) Abortion equipment and services,

(v) Luxury goods and gambling equipment, or

(vi) Weather modification equipment.

(2) Restricted Goods. The recipient must not procure any of the following goods and services without obtaining the prior written approval of the Grants Management Officer before the item is procured:

(i) Agricultural commodities,

(ii) Motor vehicles,

(iii) Pharmaceuticals,

(iv) Pesticides,

(v) Used equipment,

(vi) U.S. Government-owned excess property, or

(vi) Fertilizer.

(3) Restricted Goods Exception. Prior approval by the Grants Management Officer will be deemed to have been given when:

(i) The item is of U.S. source or origin, as specified in the award;

(ii) The item has been identified and incorporated in the program description or schedule of the award (initial or revised), or a modification to the award; and

(iii) The costs related to the item are incorporated in the approved budget of the award.

(c) If USCO determines that a recipient has procured any goods or services under this award contrary to the requirements of this provision, and has received payment for such purposes, the Grants Management Officer may require the recipient to refund the entire amount of the purchase.

37. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

This term and condition implements 2 CFR 200.216 and is effective for obligations and expenditures of USCO financial assistance funding on or after 8/13/2020.

As required by 2 CFR 200.216, USCO recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Recipients, subrecipients, and borrowers also may not use USCO funds to purchase:

- a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- b. Telecommunications or video surveillance services provided by such entities or using such equipment.
- c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:

- a. Obligating or expending USCO funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:
 - (1) Procure or obtain, extend or renew a contract to procure or obtain;
 - (2) Enter into a contract (or extend or renew a contract) to procure; or
 - (3) Obtain the equipment, services, or systems.

Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management exclusion list.

38. Davis-Bacon and Service Contract Act

Federal wage provisions (Davis-Bacon or Service Contract Act) are applicable to any contract developed and awarded under this award where all or part of the funding is provided with USCO funds. Davis-Bacon wage rates apply on all public works contracts in excess of \$2,000 and Service Contract Act wage provisions apply to service contracts in excess of \$2,500.

39. Public Access to Scholarly Publications and Digital Scientific Research Data

The recipient agrees to comply with USDA's Department-wide [public access policy](#) implemented in [Departmental Regulation 1020-006](#) which establishes the USDA policy for public access to scholarly publications and digital scientific research data assets. The USDA will make all peer-reviewed, scholarly publications and digital scientific research data assets arising from unclassified scientific research supported wholly or in part by the USDA accessible to the public, to the extent practicable.

40. Geospatial Data

The recipient agrees to comply with USDA's Department-wide enterprise geospatial data management policy implemented in [Departmental Regulation 3465-001](#) which establishes the USDA policy for defining the strategic direction necessary to optimize the management of the USDA geospatial data and geospatial infrastructure, including all geospatial data created for, by, and enhanced by USDA.

41. Buy America Preferences for Infrastructure Projects

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 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 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 <https://www.usda.gov/ocfo/federal-financial-assistance-policy/USDABuyAmericaWaiver>.

Definitions. “Buy America Preference” means the “domestic content procurement preference” set forth in section 70914 of the Build America, Buy America Act, which requires the head of each Federal agency to ensure that none of the funds made available for a Federal award for an infrastructure project may be obligated unless all of the iron, steel, manufactured products, and construction materials incorporated into the project are produced in the United States.

“Construction materials” means articles, materials, or supplies that consist of only one of the items listed in paragraph (1) of this definition, except as provided in paragraph (2) of this definition. To the extent one of the items listed in paragraph (1) contains as inputs other items listed in paragraph (1), it is nonetheless a construction material. (1) The listed items are: (i) Non-ferrous metals; (ii) Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); (iii) Glass (including optic glass); (iv) Fiber optic cable (including drop cable); (v) Optical fiber; (vi) Lumber; (vii) Engineered wood; and (viii) Drywall. (2) Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material.

“Infrastructure” means public infrastructure projects in the United States, which includes, at a minimum, the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy including electric vehicle (EV) charging.

“Infrastructure project” means any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States regardless of whether infrastructure is the primary purpose of the project. See also paragraphs (c) and (d) of 2 CFR 184.4. “Iron or steel products” means articles, materials, or supplies that consist wholly or predominantly of iron or steel or a combination of both. “Manufactured products” means: (1) Articles, materials, or supplies that have been: (i) Processed into a specific form and shape; or (ii) Combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies. (2) If an item is classified as an iron or steel product, a construction material, or a Section 70917(c) material under 2 CFR 184.4(e) and the definitions set forth in 2 CFR 184.3, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product under 2 CFR 184.4(e) and paragraph (1) of this definition may include components that are construction materials, iron or steel products, or Section 70917(c) materials. “Predominantly of iron or steel or a combination of both” means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components. “Section 70917(c) materials” means cement and

cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives. See Section 70917(c) of the Build America, Buy America Act.