

Accounting Code –
Vendor I.D. (TIN) – Obtain from State Agency
DUNS number - Obtain from State Agency
Funds Pre-Commitment No. – Budget will provide this

Agreement No. YY-TMMSD-SS-XXXX
CFDA No- 10.164

COOPERATIVE AGREEMENT
between the
AGRICULTURAL MARKETING SERVICE
UNITED STATES DEPARTMENT OF AGRICULTURE
WASHINGTON, D.C. 20250
(hereinafter Federal Agency)
and
(State Agency's Name)
(City, State Zip Code)
(hereinafter State Agency)

1. Title of Agreement:

2. Objective: Clearly define all objectives of the proposed cooperative agreement along with outcomes you plan to produce (final report, webinars, fact sheets, databases, etc.). Describe the impact of these proposed outcomes and the stakeholders that will benefit from the proposed research being conducted.

3. Statement of Work: This cooperative agreement shall be carried out by the organizational units or officials of the Federal Agency and the State Agency in the manner and subject to the conditions provided in the Statement of Work, attached hereto and made a part of this agreement.

4. Legal Authority: Section 713 of Title VII (General Provisions) of Division A of Public Law 108-7.

5. Revision: "N/A" if this is a new agreement

6. Effective Date: Month Day Year

7. Approvals: The signatories hereby certify that they have authority to enter into said cooperative agreement. Evidence of such authority to so act accompanies this agreement as an attachment and integral part hereof, and in the form of an authorizing resolution of its governing body attested to by

Secretary or Chief Executive Officer

This agreement is hereby approved for the State Agency.

Done at _____ on _____
(City and State) (Date)

(Signature)

(Title)

This agreement is hereby approved for the Federal Agency.

Done at Washington, D.C. on _____
(Date)

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Associate Administrator
Agricultural Marketing Service

CONTINUATION SHEET – COOPERATIVE AGREEMENT NO YY-TMMSD-SS-XXXX

This STATEMENT OF WORK is part of the Cooperative Agreement between the Agricultural Marketing Service, United States Department of Agriculture and **States Name**, effective MMMM D, YYYY, having the title of **Title of Agreement**.

I. Introduction - Federal and State employees conducting activities under terms of this agreement shall be as follows:

- A. For the Federal Agency – (Insert name, title, email and contact number of Division Director or designee in AMS responsible for the project.)
- B. For the State Agency – (Insert title of the head of the State Agency; state which State Agency’s employees are to be used in carrying out the work; and indicate any conditions. A principal investigator may be designated by name here. Grants Administrative Official for the State Agency can be listed here and/or Grants Administrative Officer if in ezFed)

II. Responsibilities

(State in three main subdivisions under this heading what the Federal Agency agrees to do, what the State Agency agrees to do, and what the parties mutually agree to do. State what each will furnish, such as facilities, supplies, monetary contributions and personnel. Indicate how the project or program is to be managed, the degree of Federal involvement, where the work will be done, and from where the work will be directed. Finally, include the financial arrangements, standard paragraphs, additional conditions, as applicable, and duration of the agreement.) –THIS PARAGRAPH CAN BE DELETED

A. The Federal Agency will:

1. Assist with XYZ.
2. Monitor XYZ.
3. Provide the State Agency with a sum not to exceed \$xxx to cover allowable costs.

B. The State Agency will:

1. XYZ.
2. XYZ.
3. XYZ.
4. Submit requests for advances or reimbursements to the Federal Agency at least quarterly on Form SF-270, *Request for Advance or Reimbursement*, via ezFedGrants portal.
5. Immediately refund to the Federal Agency, at the end of the agreement, any balance of unobligated funds advanced. This agreement is assessed an administrative charge as provided under the Debt Collection Act of 1996. Late payments are assessed an interest charge of 18 percent per month after 60 days. A penalty charge of 7 percent is assessed per month, in addition to the interest charge, after 90 days.
6. Keep a separate account of expenditures and provide the Federal Agency a final *Federal Financial Report*, Form SF-425, submitted no later than 90 days after the end of the agreement.

C. It is mutually understood and agreed that:

1. Quarterly payments to the State Agency shall be limited to the minimum amounts needed to meet

CONTINUATION SHEET – COOPERATIVE AGREEMENT NO YY-TMMSD-SS-XXXX

current disbursement needs and shall be scheduled so that the funds are available to the State Agency as close as is administratively feasible to the actual disbursements by the State Agency for program costs. Cash advances made by the State Agency to secondary recipient organizations or the State Agency's field organizations shall conform substantially to the same standards of timing and amount as apply to cash advances by the Federal Agency to the State Agency.

2. All aspects of this agreement shall be executed according to all applicable parts of Title 2 of the Code of Federal Regulations (CFR), Parts 25, 170, 200, and 400 or as they may be later revised, and successive published regulations as appropriate, hereby incorporated by reference and made a part of this agreement. The State Agency confirms that it understands and is bound by the above regulations.
3. As a condition of this award, the State Agency agrees to comply with and require subrecipients to comply with the requirements contained in:
 - a. Standard Form 424B, Assurances - Non-Construction Programs.
 - b. Form AD-1047, Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions.
 - c. Form AD-1048, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions. Note: The recipient is responsible for obtaining the signatures and retaining the certificates, if warranted, from lower tier recipients or contractors as defined in 2 CFR 200.
 - d. Form AD-1049, Certification Regarding Drug-Free Workplace Requirements (Grants) Alternative I - For Grantees Other Than Individuals.
 - e. Certification Regarding Lobbying. Note: The appropriate lobbying disclosure report form, SF-LLL, is available from the Federal Agency if applicable.

Exception to the above:

Certification Regarding Lobbying is not required from recipients of a Federal contract, grant, or cooperative agreement of \$100,000 or less.

- f. 2 CFR Part 170, Reporting Subaward and Executive Compensation Information.
- g. 2 CFR Part 175, Award Term for Trafficking in Persons.
- h. National policy requirements contained in 2 CFR 1 – 200 and 400 et seq.
- i. Prohibition Against Using Funds under Grants and Cooperative Agreements with Entities that Require Certain Internal Confidentiality Agreements:
 - (a) The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
 - (b) The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.
 - (c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
 - (d) If the Government determines that the recipient is not in compliance with this award

CONTINUATION SHEET – COOPERATIVE AGREEMENT NO YY-TMMSD-SS-XXXX

provision, it:

- (1) Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016 (P.L. 114-113) or any successor provision of law; and
 - (2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.
 - j. In accepting the provisions of the award, the State Agency certifies that all employees and personnel responsible for providing the economic, **marketing**, or scientific data ensure the integrity and accuracy of the information. USDA has in place a Scientific Integrity Policy (DR 1074-001) that can be found at: <https://www.ocio.usda.gov/policy-directives-records-forms/directives-categories>.
 - (a) The State Agency further certifies that any service provider with concerns, questions, complaints, or information regarding possible violations of scientific integrity will report those concerns, either directly or through the State Agency's management, to the contracting officer who will forward those concerns to the AMS Scientific Integrity Officer (ASIO) or use the OIG Hotline at www.usda.gov/oig/hotline.htm.
4. No member of Congress or resident commissioner shall be admitted to any share or part of this agreement or to any benefit to arise therefrom, unless it be made with a corporation for its general benefit.
 5. Subject to the necessary authority and funds, this agreement shall continue in force until **Month Day Year**, unless amended or terminated by mutual consent of the parties in writing or terminated by either party upon 60-day notice in writing.

CONTINUATION SHEET – COOPERATIVE AGREEMENT NO YY-TMMSD-SS-XXXX

III. Budget

| Category | Cost |
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| Total Budget | |

Equal Employment Opportunity and Civil Rights

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.