



# USDA REGIONAL FOOD BUSINESS CENTERS

## PROGRAM-SPECIFIC TERMS AND CONDITIONS

June 2022

In addition to the [AMS General Terms and Conditions](#), the following terms and conditions apply to Regional Food Business Centers awards, due to the specific requirements of this program. In the event of an inconsistency between the AMS General Terms and Conditions and the Regional Food Business Centers program specific terms and conditions, this document will take precedence.

### 1.0 SUBSTANTIAL INVOLVEMENT

A cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency and a recipient or a pass-through entity and a subrecipient. (See [2 CFR § 200.1](#).) A cooperative agreement is distinguished from a grant in that it provides for substantial involvement of the Federal awarding agency in carrying out the activity contemplated by the Federal award.

AMS will be substantially involved throughout the period of performance of the award. Substantial involvement may include, but is not limited to, the following:

- Specification of the manner, method, performance, or timing of the work in an approved work plan;
- Review and approval of one stage of work before a subsequent stage may begin during the period of performance;
- Participate in the selection and approval of new partners;
- Participate in potential geographic expansion or adjustment and approval of geographic reach;
- Review and approval of an evaluation plan;
- Participation in the selection and approval of individuals or organizations that will conduct all required evaluations;
- Participation in the selection and approval of individuals or organizations that are considered for funding in the subaward program;
- Participation in data collection and analysis for required evaluations and other performance reports;
- Provision of specific direction or redirection of work during the period of performance; and
- Establish guidelines to ensure funds are distributed equitable and driven by the region's priorities and needs.

### 2.0 ALLOWABLE AND UNALLOWABLE COSTS AND ACTIVITIES

#### 2.1 SPECIFIC EXPENSES

Expenses are unallowable for:

- Agricultural production-related activities;
- Construction or purchasing land for use by a non-Federal entity;
- The benefit only one agricultural producer or individual, except in cases related to Capacity Building subawards;
- Duplicate activities in a project that has received a Federal award from another Federal award program.

- Revolving loan funds or seed equity funds.

## 2.2 EQUIPMENT

As outlined in the Terms and Conditions, below are the allowable and unallowable use of funds for equipment:

**Unallowable** for acquisition costs of general purpose equipment or lease agreements to own (i.e., lease-to-own or rent-to-own).

**Allowable** for rental costs of general purpose equipment when provided in the approved budget or with prior written approval. Vehicles may be leased but not purchased. The lease or rental agreement must terminate at the end of the grant cycle. For vehicle and equipment leases or rentals with an acquisition cost that equals or exceeds \$5,000, rates should be in light of factors such as: rental costs of comparable vehicles and equipment, if any; market conditions in the area; alternatives available; and the type, life expectancy, condition, and value of the vehicle or equipment leased.

**Allowable** when provided in the approved budget or with prior written approval for acquisition costs and rental costs of special purpose equipment provided the following criteria are met:

1. Necessary for the research, scientific, or other technical activities of the grant agreement;
2. Not otherwise reasonably available and accessible;
3. The type of equipment is normally charged as a direct cost by the organization;
4. Acquired in accordance with organizational practices;
5. Must be used solely to meet the legislative purpose of the program and objectives of the agreement;
6. More than one single commercial organization, commercial product, or individual must benefit from the use of the equipment;
7. Must not use special purpose equipment acquired with grant funds to provide services for a fee to compete unfairly with private companies that provide equivalent services; and
8. Equipment is subject to the full range of acquisition, use, management, and disposition requirements under 2 CFR § 200.313 as applicable.

## 2.3 OTHER DEVIATIONS FROM THE GENERAL TERMS AND CONDITIONS

**Allowable** costs associated with advisory councils and committees

## 3.0 REPORTING AND COMMUNICATION

Recipients are expected to provide semi-annual performance reports (every 6 months) throughout the period of performance. As described in the General Terms and Conditions, performance reports must be formatted and submitted using the approved templates or guidance, and machine-readable.

- The semi-annual performance reports and SF-425 Federal Financial Reports are due semi-annually (every six months), no later than 30 calendar days after each performance reporting period end date.
- The final reports, including performance and financial, are due 120 days after the end of the agreement.

Recipients are required to submit an SF-425 Federal Financial Report with each performance report to account for their financial expenditures during that reporting period. The required Report Templates, and the SF-425 Federal Financial Report, along with instructions and a sample financial report, [can be found at www.ams.usda.gov/grants](http://www.ams.usda.gov/grants). Click on the applicable grant program website, and then click on "How to Administer the Award" in the left menu bar.

In addition to the narrative of the Regional Food Center's progress, the content of the performance reports will include success stories, videos, pictures, and other materials that highlight the outcomes and accomplishments of their cooperative agreement. If these materials become available before reports are due, AMS encourages the Regional Food Centers to send them to their AMS Point of Contact in their Notice of Award.

### 3.2 COMMUNICATIONS

The Regional Food Centers are expected to communicate extensively with USDA and with the other Regional Food Centers. At minimum, USDA will host monthly calls with each cooperator individually and as a cohort. Communication with USDA and the other Regional Food Centers may be more frequent during the first year of the agreement.

### 4.0 ACKNOWLEDGEMENT OF SUPPORT

As described in [2 CFR § 415.2](#), recipients must acknowledge USDA-AMS support through oral or written presentations, and USDA must be listed and named as the funder on all external communications. Materials bearing the USDA logo must be reviewed by AMS.

For materials where the USDA logo is not appropriate, the recipient must include an acknowledgment of support, as follows:

*Funding for the USDA Regional Food Business Center was made possible by the U.S. Department of Agriculture's (USDA) Agricultural Marketing Service. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the USDA.*

The USDA logo may not be used to imply endorsement of a commercial product or service. The use of the USDA symbol or logo must be approved by AMS.