

# General Terms and Conditions for APHIS Cooperative Agreements and Grants

Effective for new awards issued on/after February 14, 2026, and amendments to prior year awards that add additional funds, until amended.

## INTRODUCTION

These General Terms and Conditions for Cooperative Agreements and Grants (General Terms and Conditions) outline U.S. Department of Agriculture (USDA) Animal and Plant Health Inspection Service (APHIS) mandatory award terms as required by Title 2 of the Code of Federal Regulations (CFR), Federal Financial Assistance.<sup>1</sup> The General Terms and Conditions are determined by statutory, regulatory, and agency requirements, as well as by administrative policies. Unless otherwise prohibited by law, recipients and subrecipients of APHIS financial assistance grants and cooperative agreements must comply with these General Terms and Conditions. These General Terms and Conditions are in addition to the assurances and certifications made as part of the Federal award and any terms, conditions, and restrictions included in the Federal award.

## INCORPORATION OF USDA TERMS AND CONDITIONS

The USDA General Terms and Conditions for Federal Awards, found <https://www.usda.gov/about-usda/general-information/staff-offices/office-chief-financial-officer/federal-financial-assistance-policy/usda-general-terms-and-conditions>, are incorporated by reference into these terms.

## MUTUAL UNDERSTANDINGS AND RESPONSIBILITIES

The cooperating parties agree to/that:

- a. A mutually satisfactory annual **Work Plan** and **Financial Plan** developed by the Recipient and APHIS are incorporated into this **Agreement** by reference. The work and financial plan must include performance goals, indicators and milestones. If APHIS initially awards a reduced level of funding during a Continuing Resolution (CR), there will be a corresponding decrease in the projected accomplishments for the funding period. Upon extension of the CR or passage of an appropriation by Congress, revisions will be executed to increase the federal share, based on available funds, not to exceed the level reflected in the annual Financial Plan.
- b. The provisions of this **Agreement** will not replace functions that are being conducted by the Recipient but will supplement those activities and increase program benefits to all parties.

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<sup>1</sup> The complete text of the CFR is available electronically at <https://www.ecfr.gov/>.

- c. The employees responsible for this work will be under the general program direction of the Recipient and APHIS. Supervision of personnel will be provided by their employing organization, and they will be subject to their employing organization's rules and regulations.

## RECIPIENT RESPONSIBILITIES

The Recipient understands and agrees to/that:

- a. Designate in writing to APHIS the Recipient's authorized representative who shall be responsible for collaboratively administering the activities conducted under this **Agreement**.
- b. Furnish personnel, as required, to accomplish the activities outlined in the **Work Plan and Financial Plan**.
- c. Submit accomplishments and financial reports in accordance with the agreed-upon frequency as negotiated with the Federal awarding agency. The reports may be required quarterly, semi-annually, or annually. The minimum reporting requirement is an annual submission. Annual reports must be due 90 calendar days after the reporting period; quarterly or semiannual reports must be due 30 calendar days after the reporting period. Final reports are due within 120 days after the performance end date.

Any requests for an extension of time to submit the reports must be justified and made in writing to APHIS' authorized representative before the expiration of the initial 30- or 120-day period allowed for submitting the report. Extensions of time to submit the reports are subject to the discretion of APHIS' authorized representative and, if allowed, shall be provided by the authorized representative in writing. When an agreement includes multiple projects covered by multiple Work Plans and Financial Plans, each project must be requested separately for an extension to submit reporting.

- d. Treat any program income derived under this **Agreement** using the Deduction method in accordance with the provisions of 2 CFR 200.307, which deducts program income from the total allowable costs, reducing the overall total amount of the Federal award.
- e. APHIS may withhold payments under the conditions outlined in 2 CFR 200.305(b)(6), including failure to comply with project objectives, Federal statutes, regulations, or the terms and conditions of the award if the Recipient or a sub-recipient is delinquent on debt to the United States, or such other conditions outlined in the cited regulations.
- f. In addition to clause 10.5 of USDA GT&C, see USDA/APHIS Information System Security Handbook <https://www.aphis.usda.gov/sites/default/files/APHIS3440.pdf>. Current

APHIS security and privacy requirements, policies, and guidelines can be obtained through the APHIS Information System Security Program Manager. APHIS follows USDA's processes, which are based on the most current National Institute of Standards and Technology (NIST) special publications, such as NIST Special Publications (SP) 800-37 and SP 800-53 and -53A.

- g. If applicable, work with the appropriate APHIS Program Unit's Information Systems Security Manager and the APHIS Information Systems Security Program Manager to ensure compliance with the FISMA assessment and authorization (A&A) requirements for APHIS information and information systems. The Recipient must follow USDA/APHIS A&A guidelines and standards described in the USDA six-step risk management framework process guide located at: [Departmental Regulation: Security Assessment and Authorization](#). The regulation is based on applicable National Institute of Standards and Technology (NIST) publications, such as NIST SP 800 – 37, *Guide for Applying the Risk Management Framework to Federal Information Systems*; and NIST SP 800 – 53, *Recommended Security Controls for Federal Information Systems*.
- h. When transmit frequency determining devices (transmitters) are owned by the Federal Government, the Federal Government will have responsibility for frequency support (frequency authorizations for fixed locations). If Recipient-owned devices are provided, it will be the Recipient's responsibility to obtain frequency support by application to the Federal Communications Commission for the use of government frequencies, or to obtain non-government frequencies. All radio equipment will be maintained to the original factory technical specifications. Mobile radio equipment removed from service will be kept at a central location, with notifications made to the designated Federal official. Notification of any changes, relocation, or removal of base stations or repeater stations in the system will be made to the APHIS Radio Communications Manager at Lakewood, Colorado, who will be available for technical guidance and, if needed, make periodic trips to monitor the system.
- i. In accordance with 2 CFR Part 200.312, provide an annual inventory report of any Federally owned equipment to include a description, manufacturer model and serial number, acquisition date and cost. A disposition request shall be made to APHIS when the property is no longer needed.
- j. When the Federal share of total project costs as reflected in the **Financial Plan** is over the Simplified Acquisition Threshold and a cumulative transfer among direct cost categories is in excess of ten percent of the current approved total budget, the Recipient will request written prior approval for the budget revision. The Recipient will submit a revised SF-424A, Budget Information, and detailed **Financial Plan** under a cover letter to the APHIS awarding official containing a narrative justification for the proposed revision. Transfers of funds among programs, functions, or activities, as indicated in Section B of the SF-424A is prohibited.
- k. Unless otherwise specified in the Work Plan, provide vehicles and other equipment

for its employee(s) while performing the activities outlined in the Work Plan.

- l. When specified in the work plan, submit to APHIS, prior to publishing any request for proposals or invitation to bid, a copy of draft statement(s) of work and specifications for products or services to be procured in support of the project covered by this Agreement. APHIS will be provided 15 calendar days to review these documents and provide input on the content.
- m. If Federal vehicles are being loaned to the recipient under this agreement, comply with additional terms and conditions outlined in the document titled: “Terms and Conditions Applicable to Loan of APHIS Vehicles.”
- n. If applicable, beginning on April 26, 2025, to procure synthetic nucleic acids and benchtop nucleic acid synthesis equipment, as defined in the 2024 OSTP Framework for Nucleic Acid Synthesis Screening (Framework), only from providers or manufacturers that attest to adhering to the Framework. The recipient shall include this requirement in all lower-tier agreements.

#### APHIS RESPONSIBILITIES

APHIS agrees to/that:

- a. Designate in writing to the Recipient APHIS' Authorized Departmental Officer's Designated Representative (ADODR)/ Program Manager (PM), who shall be responsible for collaboratively administering the activities conducted under this **Agreement**. Should this individual be temporarily detailed to another position, on extended absence or replaced by a new, permanent ADODR/PM, a letter will be issued to the Recipient by the APHIS signatory official to appoint a temporary ADODR/PM.
- b. Provide funds on an advance or reimbursable basis as payment of allowable, agreed-to costs incurred by the Recipient in carrying out the terms of this **Agreement** in accordance with the **Work Plan and Financial Plan**.
- c. Provide personnel and other resources to carry out its responsibilities as outlined in the **Work Plan and Financial Plan**.
- d. Assist the Recipient in selecting qualified candidates to perform activities outlined in the **Work Plan and Financial Plan** and provide general program direction to employees assigned to the cooperative endeavor. However, the assigned employees will remain subject to the Recipient's rules and regulations. (This may be applicable to cooperative agreements only, to be agreed upon by the Recipient and APHIS.)
- e. Provide special training to carry out assignments, as mutually deemed necessary.

(This may be applicable to cooperative agreements only, to be agreed upon by the Recipient and APHIS.)

DATA SHARING AND RESPONSIBILITIES  
(If applicable)

- a. **Data to be Shared:** The parties agree to provide plant protection and quarantine data to each other. The data to be provided to each Party by the other Party includes, but is not limited to, plant protection and quarantine surveys, diagnostic information, detection activities, inspection reports, and pest interception data. Each party is responsible for transmitting the data provided to its own authorized employees, recipients, and contractors, as applicable and necessary, in order to carry out responsibilities under their respective plant health authorities. Each party agrees that it will ensure, to the extent provided by applicable laws and regulations, that data provided by the other party is not released to anyone who is not authorized to receive it.
- b. **Data Utilization:** The parties agree that the provided data will only be used in the administration and enforcement of each party's respective plant health laws and regulations. Data provided by the parties under this Agreement may be used to ensure compliance with their respective plant health laws and regulations; to respond to domestic plant pest and disease emergencies, interceptions, and trace backs; to enhance delivery of pest exclusionary programs and activities; to support pest surveying activities; to develop quarantines and other appropriate measures for pest management and mitigation; to implement or improve international pre-clearance and/or pest eradication programs and activities, pest risk assessments, phytosanitary trade support and the issuance of plant protection and quarantine permits; and to develop, in cooperation with Federal research agencies, new and improved methods, techniques, and procedures for use in cooperative plant protection and quarantine programs and activities. Each party agrees that it will ensure that the provided data is used only for purposes specified in this Agreement and only in a manner consistent with the provisions of the Plant Protection Act.
- c. **Data Restrictions:** The Recipient agrees and acknowledges that the data provided by APHIS pursuant to this Agreement is solely APHIS data and, as such, is or may be subject to the confidentiality provisions of 7 USC §8791 of the Food, Conservation, and Energy Act of 2008 (formerly Section 1619 of the 2008 Farm Bill) and the Privacy Act of 1974, and also agrees to safeguard such confidentiality and prohibit any unauthorized access to the data provided by APHIS as required by 7 USC §8791.

The Recipient further agrees and acknowledges that if 7 USC §8791 does apply to some or all of the APHIS provided data, that pursuant to 7 USC §8791, the Recipient is bound to and will comply with 7 USC §8791, Copy Attached as Appendix A and related APHIS guidance. The Recipient understands that it may not release any of the data provided by APHIS since it is Federal Government data and it agrees to refer any

requests for the data provided by APHIS, not otherwise authorized to be released under this Agreement and applicable Federal laws and regulations, to:

USDA-APHIS  
Legislative and Public Affairs  
Freedom of Information and Privacy  
Act Office 5601 Sunnyside Ave,  
Beltsville, MD 20705  
Telephone: (301) 851-4102

Additionally, the Recipient agrees that it will, if requested by APHIS, enter into a separate written agreement with APHIS to protect from release or disclosure any data provided by APHIS that is subject to 7 USC §8791.

#### AVAILABILITY OF FUNDING

This **Agreement** is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS upon failure of Congress to so appropriate. This **Agreement** also may be reduced or terminated if Congress only provides APHIS funds for a finite period under a Continuing Resolution.

#### PATENTS AND INVENTIONS

In addition to the provisions of clause 10.1 of the USDA General Terms and Conditions, the Recipient shall report Invention Disclosures and Utilization information to the USDA APHIS ADODR/PM listed on the agreement prior to the time of application for any patent or invention, which is paid for in any manner or any percentage of funds provided by APHIS. This duty is not limited to the period during the Agreement but may arise at any time during or subsequent to the Agreement. The term "Invention" means any invention or discovery which is or may be patentable or otherwise protectable or any novel variety of plant which is or may be protectable under the Plant Variety Protection Act (7 U.S.C. 2321 *et seq*). The term "Subject Invention" means any invention or other intellectual property conceived or first reduced to practice under this Agreement that is patentable or otherwise protectable under title 35 of the United States Code, or 7 U.S.C. 2321. APHIS also retains the ability to force utilization of patented invention(s) set forth in 35 U.S.C. 203 and paragraph (j) of the clause at Sec. 401.14.

## PUBLICATIONS AND AUDIOVISUALS

As required in 2 CFR 415.2, the recipient must have an acknowledgement of USDA awarding agency support placed on any information dissemination products produced with any Federal financial assistance support, including those that report the results of, or describe, a Federal financial assistance-supported activity. The final draft of any funded publication or audiovisual must be submitted by the Recipient to APHIS' authorized representative prior to final printing, editing or release of the product so that APHIS can decide as to whether APHIS' participation in the project will be acknowledged. APHIS, furthermore, may require that the Recipient modify or purge any acknowledgment of its support for activities conducted under this **Agreement** as a result of its review of a final draft. If APHIS has not responded within 30 days of receipt of the draft, the Recipient will be free to proceed with publication without an acknowledgment. If APHIS elects not to acknowledge the product, the Recipient agrees not to attribute sponsorship by APHIS by any means, including, but not limited to, publications, interviews, new releases, etc.

If the recipient wishes to use the USDA logo, more formally known as the USDA Symbol, they should request the awarding agency contact the Office of Communications as required in clause 1.14 of the USDA General Terms and Conditions.

Unless the provisions of the Agreement say otherwise, this requirement under 2 CFR 415.2 does not apply to audiovisuals produced as research instruments or for documenting experimentation or findings that are not intended for presentation or distribution to the public.

When an acknowledgment is desired by APHIS, unless otherwise instructed by APHIS, the statement shall read: "This material was made possible, in part, by a **Cooperative Agreement** from the United States Department of Agriculture's Animal and Plant Health Inspection Service (APHIS). It may not necessarily express APHIS' views."

## REVISION OF BUDGET AND PROGRAM PLANS

The funding period is the period during which this **Agreement** is in effect. Under 2 CFR Part 200.308(g), this **Agreement** may be eligible for a one-time extension of up to 12 months to complete this project. The Recipient must submit a written request, including an SF-424, Application for Federal Assistance, to extend the duration to be received by APHIS **at least 10 days prior to the expiration of the funding period**. The SF-424 must be accompanied by a justification explaining the reason for program delays, the program impact without the extension, and the anticipated completion date.

During the extension period, financial and progress reports will continue with the same frequency as provided in the original funding period. As stated in 2 CFR Part 200.308(g), requests for extension purely to obligate funds will be denied by APHIS. All extensions must be approved, in writing, by APHIS prior to the expiration of the original funding period.

### COST SHARING OR MATCHING

The federal and non-federal contributions expressed on the APHIS Award Face Sheet establish a cost share ratio that shall be attained for the funding period, unless prior approval is granted by APHIS to amend the ratio, prior to the agreement's expiration.

### FUNDING/EFFECTIVE PERIOD

If APHIS is under a Continuing Resolution (CR), the Federal share provided by APHIS under this Agreement may represent an incremental, reduced amount of the total reflected in the Financial Plan to this Agreement; future funding made available by Congress under another CR or an appropriation will necessitate a revision(s) to increase the funding level in the current Fiscal Year.