

U.S. DEPARTMENT OF AGRICULTURE
General Terms and Conditions for Federal Awards

Effective December 31, 2025

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1.0 OVERVIEW OF GENERAL TERMS AND CONDITIONS FOR FEDERAL AWARDS

1.1 Introduction

These General Terms and Conditions for Federal Awards (General Terms and Conditions) outline U.S. Department of Agriculture (USDA) mandatory award terms as required by Title 2 of the Code of Federal Regulations (CFR), Federal Financial Assistance.¹ 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 USDA Federal 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 agency- or program-specific terms, conditions, and restrictions included in the Federal award.

The recipient shall maintain a copy of these General Terms and Conditions, as well as the award provisions and any subsequent changes to the Federal award. Electronic copies of these General Terms and Conditions are publicly available at: <https://www.usda.gov/about-usda/general-information/staff-offices/office-chief-financial-officer/federal-financial-assistance-policy/usda-general-terms-and-conditions>.

1.2 Order of Precedence

In the event of any inconsistency among the terms and conditions of the Federal award and/or other issuances, the inconsistency will be resolved by giving precedence in the following order:

1. Applicable statutes of the United States
2. Program-specific regulations
3. 2 CFR Chapter IV
4. 2 CFR part 200
5. Federal award provisions and specific conditions
6. Program-specific Terms and Conditions
7. Agency-specific Terms and Conditions
8. USDA General Terms and Conditions
9. Approved budget and program plans
10. Notice of Funding Opportunity (if applicable)

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

1.3 Applicable Regulations

As a condition of this award, the recipient assures and certifies that it will comply and require subrecipients to comply with the requirements contained in [2 CFR Subtitle A](#) and [2 CFR Chapter IV](#), as applicable, including any amendments promulgated subsequent to execution of the award. USDA has adopted 2 CFR part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and those requirements (and any subsequent amendments thereto) are hereby incorporated by reference.

1.4 USDA Responsibilities

USDA has overall responsibility for USDA-issued awards, including providing oversight for programmatic, financial, and administrative performance.

1.5 Recipient Responsibilities and Compliance with Federal Requirements

The recipient is responsible for notifying the USDA awarding agency of any significant problems relating to the programmatic, financial, and administrative aspects of the Federal award.

The recipient has full responsibility for the management of the project or activity supported by the Federal award and for adherence to Federal statutes and regulations, all applicable terms and conditions (including these General Terms and Conditions), the Federal award provisions, and approved budget and program plans. Although the recipient is encouraged to seek advice and opinion from the USDA awarding agency on problems that may arise, such advice does not diminish the recipient's responsibility for making prudent and sound administrative judgments under the circumstances prevailing at the time the decision was made and should not imply that the responsibility for operating decisions has shifted to the USDA awarding agency.

The recipient is responsible for submitting full, complete, and timely documentation, as required by applicable Federal statute, regulations, applicable terms and conditions, or upon request of the USDA awarding agency pursuant to [2 CFR 200.337](#). For elements of cost, documentation must be specific, detailed, and contemporaneous, and it must support all reported or requested expenses, both Federal and non-Federal. The USDA awarding agency may determine that any documentation related to an award is not adequate to determine that costs are reasonable, necessary, allowable, and allocable. When a USDA awarding agency makes such a determination, the recipient must revise and resubmit documentation as requested by the USDA awarding agency. Failure to do so may result in delays or nonperformance of actions related to the award, such as requested amendments, nonpayment of disbursements, or determination of noncompliance pursuant to [2 CFR 200.339](#).

In addition to the requirements specified in [2 CFR 200.331](#), these General Terms and Conditions flow down to each subrecipient and must be included in the recipient's subaward.

1.6 Internal Controls

In accordance with [2 CFR 200.303](#), the recipient and subrecipient must maintain effective internal controls over Federal financial assistance awards. The internal controls must align with the "[Standards for Internal Control in the Federal Government](#)" issued by the Comptroller General of the United States. The internal controls provide assurance that the recipient or

subrecipient is administering the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award.

1.7 Conflict of Interest

In accordance with [2 CFR 200.112](#), [2 CFR 200.318](#), and [2 CFR 400.2](#), the recipient and subrecipient must maintain written standards of conduct covering conflicts of interest and governing the action of its employees engaged in the selection, award, and administration of Federal awards and contracts. No employee, officer, agent, or board member may participate in the selection, award, or administration of a Federal award or a contract supported by the Federal award if she or he has a real or apparent conflict of interest.

If the recipient has a parent, affiliate or affiliated company, or subsidiary organization that is not a state, local government, or Indian tribe, those relationships are considered a conflict of interest for purposes of subawards, contracts, or other agreements. The recipient must maintain written standards of conduct covering such organizational conflicts of interest. If subawards, contracts, or other agreements are made with a parent, affiliate or affiliated company, or subsidiary organization that is not a state, local government, or Indian tribe, no profit may result from goods or services rendered under such arrangements under the Federal award.

“Affiliate” or “affiliated company” of any specified person or entity means any other person or entity directly or indirectly controlling of, controlled by, under direct or indirect common control with, or related to, such specified person or entity, or which exists for the sole purpose of providing any service to one company or exclusively to companies which otherwise meet the definition of affiliate. This definition includes Variable Interest Entities as described in Financial Accounting Standards Board Interpretation (FIN) No. 46(R), *Consolidation of Variable Interest Entities*. For the purpose of this definition, “control” means the possession directly or indirectly, of the power to direct or cause the direction of the management and policies of a company, whether such power is exercised through one or more intermediary companies, or alone, or in conjunction with, or pursuant to an agreement with, one or more other companies, and whether such power is established through a majority or minority ownership voting of securities, common directors, officers, or stockholders, voting trust, holding trusts (other than money exchanged) for property or services.

The recipient must disclose any conflict of interest, including organizational conflicts of interest, and the recipient’s approach for resolving the conflict of interest to the USDA awarding agency for the Federal award within 5 calendar days of the discovery of the conflict of interest. Upon notice from the recipient of a potential conflict of interest and the approach for resolving it, the USDA awarding agency will make a determination regarding the effectiveness of the recipient’s actions to resolve the conflict of interest within 30 calendar days of receipt of the recipient’s notice, unless the USDA awarding agency advises the recipient that a longer period is necessary. The recipient must not request payment from the USDA awarding agency for costs for transactions subject to the conflict of interest, pending notification of the USDA awarding agency’s

determination. The recipient's failure to disclose a conflict of interest may result in the imposition of specific conditions or other remedies for noncompliance, including cost disallowances and/or termination of the Federal award.

1.8 Unpaid Federal Tax Liability and Felony Criminal Violations

By accepting the Federal award, the recipient certifies that:

1. It has no 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. It has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

1.9 Funding to Entities or Individuals on Prohibited Lists

The recipient certifies and assures that it will not, directly or indirectly, engage with or provide any funding from the Federal award to, including through subawards, contracts, or other agreements, any entity or individual identified on any of the lists below. USDA identifies the entities and individuals on these lists as "prohibited" (i.e., prohibited entity/individual). This commitment extends to both direct funding, where the recipient provides funds, and indirect funding, where a sub-recipient, contractor, or other third party provides funds, from the Federal award, whether for the performance of the award or for any other purpose related to the award or any of its subawards or contracts awarded under the Federal award.

1. U.S. Department of War: Entities Identified as Chinese Military Companies Operating in the United States in Accordance with Section 1260H of the William M. ("Mac") Thornberry National Defense Authorization Act for Fiscal Year 2021 ([Public Law 116-283](#)). The recipient must utilize the [2025 list](#) or the most current list published in the Federal Register.
2. U.S. Department of War: Response to Section 1286 of the National Defense Authorization Act for Fiscal Year 2019 (Public Law 115-232), as amended. The recipient must use the [list cleared for publication on June 24, 2025](#), or the most current list released by DOW.
3. U.S. Department of State: [State Sponsors of Terrorism List](#)
4. U.S. Department of State: [International Security and Nonproliferation List](#)
5. U.S. Department of State: [Foreign Terrorists Organization List](#)
6. U.S. Department of Treasury, [Office of Foreign Assets Control \(OFAC\), Consolidated Sanctions List](#) which includes all OFAC non-SDN sanctions lists.
7. U.S. Department of Treasury, OFAC: [Specially Designated Nationals \(SDNs\) List](#)
8. U.S. Department of Treasury, OFAC: [Additional Sanctions Lists](#) which includes the below and any other similar list released by OFAC.

- a. Sectoral Sanctions Identifications (SSI) List
 - b. Foreign Sanctions Evaders (FSE) List
 - c. Non-SDN Palestinian Legislative Council (NS-PLC) List
 - d. List of Foreign Financial Institutions Subject to Correspondent Account or Payable-Through Account Sanctions (CAPTA List)
 - e. Non-SDN Menu-Based Sanctions List (NS-MBS List)
 - f. Non-SDN Communist Chinese Military Companies List (NS-CMIC List)
9. Office of Management and Budget: [Prohibition on certain telecommunications and video surveillance equipment or services \(2 CFR 200.216\(b\)\)](#)

1.10 Immigration and Nationality Act – Eligible Workers

The recipient shall ensure that all employees complete the [Employment Eligibility Verification Form I-9](#) to certify that they are eligible for lawful employment under the Immigration and Nationality Act ([8 U.S.C. § 1324a](#)). The recipient shall comply with regulations regarding certification and retention of the completed forms. The requirements also apply to any contract awarded under this Federal award.

1.11 National Environmental Policy Act

All Federal financial assistance can be subject to environmental review laws. The USDA awarding agency has the responsibility to comply with the National Environmental Policy Act (NEPA) of 1969, [42 U.S.C. § 4321 et seq.](#), and the USDA NEPA regulations at [7 CFR part 1b](#). All discretionary Federal awards, unless otherwise specifically exempted by statute, require compliance with NEPA and other relevant environmental laws. The level of NEPA review, and whether environmental analysis is needed, depends on the activity supported by the awarding agency.

The recipient may not initiate any activity under this Federal award unless, and until, the NEPA process has been completed and approved by the USDA awarding agency with a determination of whether further review, documentation, and/or mitigation measures are required; and the recipient has satisfied any requirements contained in the USDA awarding agency's determination. Once these conditions have been successfully completed, the USDA awarding agency will then notify the recipient that the review is complete. At that time, award activity will be authorized.

1.12 Agricultural Bioterrorism Protection Act

The recipient assures compliance with the [Agricultural 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 USDA awarding agency.

1.13 FOIA - Public Access to Records and Personally Identifiable Information

Documents, correspondence, and any products related to the Federal award, from any part of the Federal award cycle, may be made publicly available through [Freedom of Information Act](#)

(FOIA) ([5 U.S.C § 552](#)) requests. USDA awarding agencies utilize their websites to share accomplishments resulting from Federal awards with the public. Restrictions on the release of records and information apply for Protected Personally Identifiable Information (PPII) or when exempt from disclosure pursuant to the FOIA, the Privacy Act of 1974 ([5 U.S.C. § 552a](#)), or other applicable statute.

Reports must avoid the use of PPII, including the use of an individual's first name or first initial and last name in combination with any one or more types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts, etc. Contact information included in performance reports should be limited to the organization name, physical address, and telephone number.

1.14 Acknowledgement of USDA Support

As required in [2 CFR 415.2](#), the recipient must have an acknowledgement of the USDA awarding agency support placed on any information dissemination products with any Federal financial assistance support, including those which report the results of, or describe, a Federal financial assistance-supported activity.

Unless the provisions of the Federal award say otherwise, this requirement 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.

The recipient must request permission before using any agency logos or marks. If a 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 to request permission on their behalf. See Use of Logos/Marks at the United States Department of Agriculture [DR 1430-002](#) (5)(b)(3) and [DR 5160-001](#) 4(a)(8). Recipient agrees to use the USDA logo in accordance with the style guidance found at: <https://www.usda.gov/about-usda/policies-and-links/digital/usda-style-guide/logo>

For any other agency logo or mark, the recipient should request permission for use from the appropriate subagency using or overseeing the mark.

1.15 Prior Approval

Recipients must obtain written approval from the USDA awarding agency prior to issuing subawards or contracts (including any similar forms of agreement) regarding any segment of a funded award. Requests for prior approval must be in writing and identify the subrecipient or contractor, authorized activities, and all anticipated costs. If all such elements are identified in a budget or budget narrative at time of application, approval of the award constitutes prior written approval of the subaward or contract.

2.0 SYSTEM OF AWARD MANAGEMENT AND UNIVERSAL IDENTIFIER REQUIREMENTS

In compliance with [2 CFR 25.220](#), USDA has adopted the award term—System for Award Management (SAM.gov) and Universal Identifier Requirements ([Appendix A](#) to 2 CFR part 25), except where otherwise exempted by law:

1. *Requirement for System for Award Management.* Unless exempt from this requirement under [2 CFR 25.110](#), the recipient must maintain a current and active registration in SAM.gov, the recipient's registration must always be current and active until the recipient submits all final reports required under this Federal award or receives the final payment, whichever is later. The recipient must review and update its information in SAM.gov at least annually from the date of its initial registration or any subsequent updates to ensure it is current, accurate, and complete. If applicable, this includes identifying the recipient's immediate and highest-level owner and subsidiaries and providing information about the recipient's predecessors that have received a Federal award or contract within the last three years.
2. *Requirement for Unique Entity Identifier (UEI).* If the recipient is authorized to make subawards under this Federal award, the recipient:
 - a. Must notify potential subrecipients that no entity may receive a subaward until the entity has provided its UEI to the recipient.
 - b. Must not make a subaward to an entity unless the entity has provided its UEI to the recipient. Subrecipients are not required to complete full registration in SAM.gov to obtain a UEI.
3. *Definitions.* For the purposes of this award term:

“*System for Award Management (SAM.gov)*” means the Federal repository into which a recipient must provide the information required for the conduct of business as a recipient. Additional information about registration procedures may be found in SAM.gov (currently at <https://www.sam.gov>).

“*Unique entity identifier*” means the universal identifier assigned by SAM.gov to uniquely identify an entity.

“*Entity*” is defined at [2 CFR 25.400](#) and includes all of the following types as defined in [2 CFR 200.1](#):

- a. Non-Federal entity;
- b. Foreign organization;
- c. Foreign public entity;
- d. Domestic for-profit organization; and
- e. Federal agency.

“*Subaward*” has the meaning given in [2 CFR 200.1](#).

“Subrecipient” has the meaning given in [2 CFR 200.1](#).

3.0 BUY AMERICA PREFERENCE

The Build America, Buy America Act, enacted as part of the Infrastructure Investment and Jobs Act ([Pub. L. 117-58](#)), focuses on maximizing the federal government’s use of services, goods, products, and materials produced and offered in the United States. The Build America, Buy America (BABA) Act is further implemented at [2 CFR part 184](#), as supplemented by [M-24-02](#). USDA has adopted the full text of the award term—Buy America Preference (Appendix I to [M-24-02](#)):

Buy America Preference. 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:

1. 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
2. For components manufactured by the manufacturer, all costs associated with the manufacture of the component, including transportation costs as described in paragraph 1., 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 awarding 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 [link to awarding agency web site with information on currently applicable general applicability waivers].

Definitions. Definitions applicable to this award term may be found at <https://www.usda.gov/about-usda/general-information/staff-offices/office-chief-financial-officer/federal-financial-assistance-policy/usda-buy-america-waivers-federal-financial-assistance/build-america-buy-america-definitions>.

4.0 FINANCIAL MANAGEMENT

The recipient is required to meet the standards and requirements for financial management systems set forth or referenced in [2 CFR 200.302](#).

The adequacy of a recipient's financial management system is integral to their ability to account for award expenditures and track cost sharing resources (if applicable). The recipient must responsibly use Federal funds and apply adequate internal controls and cash management practices consistent with the requirements outlined in [2 CFR 200.303](#).

Financial management systems and related records of the Federal award recipient, and of any other entity involved in the Federal award, must be sufficiently detailed to prepare reports, trace funds, and demonstrate that fund management complies with Federal statutes, regulations, and these general and other program-specific terms and conditions.

4.1 Payments

The recipient and subrecipient must comply with conditions as set forth in the Federal award relating to the Federal payment type(s). The recipient and subrecipient may submit payment requests as often as necessary when electronic fund transfers are used or no more than monthly when electronic transfers are not used. The recipient will submit payment requests via the Request for Advance or Reimbursement Form ([SF-270](#)) or a digital equivalent, as designated by the USDA awarding agency. The following definitions and requirements apply to any specification in the Federal award regarding the allowable payment type unless otherwise specified by statute or regulation.

Advance—An advance payment is a payment that the USDA awarding agency or a pass-through entity makes before the recipient or subrecipient disburses the funds for program purposes. Unless otherwise authorized by statute, in accordance with [2 CFR 200.305\(b\)\(1\)](#), requests for advance payments must be limited to the minimum amounts needed to meet actual and immediate cash needs in carrying out the purpose of the approved program. The timing and amount of advance payments must be as close as is administratively feasible (generally, no greater than 3 calendar days prior) to the actual disbursements by the recipient or subrecipient for direct program costs and the proportionate share of any allowable indirect costs, regardless of whether the payment is made by electronic funds transfer or by other means. Except for a limited amount of interest earned on advances pursuant to [2 CFR 200.305\(b\)\(12\)](#), the recipients and subrecipient may not maintain federal cash in excess of immediate disbursing needs and must promptly return unused funds to the applicable USDA awarding agency. All requests for advance payments must be accompanied by a written justification with sufficient information to allow the certifying and disbursing officers to verify the actual and immediate cash need of the recipient.

Reimbursements—Reimbursements are transfers of Federal funds to the recipient or subrecipient after the recipient disburses funds for approved program activities.

Working Capital Advance Basis—USDA awarding agencies or pass-through entities must provide written approval prior to a recipient or subrecipient's use of the working capital advance basis procedure, specified at [2 CFR 200.305\(b\)\(4\)](#). The recipient and subrecipient receiving funds on a working capital advance basis must comply with the requirement to return interest earned on Federal funds at [2 CFR 200.305\(b\)\(12\)](#).

Invoice Standards—All invoice and supporting documentation requirements, as set forth in the Federal award, must be satisfied before payments are issued. USDA awarding agencies may identify and impose specific invoice and supporting documentation requirements in respective Federal awards.

4.2 Audit Requirements

All non-federal entities that expend \$1,000,000 or more in Federal awards during the non-Federal entity's fiscal year must have a single or program-specific audit conducted for that year, in accordance with the provisions of [2 CFR 200.501](#). In addition, the recipient is subject to the audit requirements found in the Single Audit Act of 1984 as amended, [31 U.S.C. §§ 7501-7506](#). The cost of an audit may be charged to the Federal award in accordance with [2 CFR 200.425](#).

A program-specific audit means an audit of one Federal award program. Single audit means an audit that includes both the recipient's financial statements and the Federal awards received, conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS).

A foreign recipient that expends \$1,000,000 or more in Federal awards during the recipient's fiscal year must have a single or program-specific audit conducted for that year in accordance with these General Terms and Conditions. In the event the recipient undergoes an audit for another Federal agency, a second audit does not need to be procured so long as the USDA funding was analyzed under the same audit. The audit must be independently and professionally executed in accordance with GAGAS either prescribed by a government's Supreme Audit Institution with auditing standards approved by the Comptroller General of the United States, or in accordance with the host country's laws or adopted by the host country's public accountants or associations of public accountants, together with generally accepted international auditing standards. However, foreign entity audits consistent with International Standards for Auditing or other auditing standards are acceptable with the USDA awarding agency's approval.

The USDA awarding agency and its authorized representatives have the legally enforceable right to examine, audit, and copy, at any reasonable time, all records in the recipient's possession pertaining to the award. Furthermore, the Inspector General or any of his or her duly authorized representatives shall have access to any pertinent books, documents, papers, and records of the recipient. Information accessible to the Inspector General includes written, printed, recorded, produced, or reproduced by any mechanical, magnetic, or other process or medium. The USDA awarding agency reserves the right to conduct audits, inspections, excerpts, transcriptions, or other examinations as authorized by law, of the recipient's documents and facilities.

4.3 Cost Sharing

If the Federal award has specific cost sharing requirements, the recipient must ensure that it complies with the applicable provisions of [2 CFR 200.306](#). Unless otherwise authorized by statute, the recipient may only use funds or other resources from non-Federal sources to satisfy the cost sharing requirement. Cost sharing provided in the form of cash and/or in-kind non-Federal resources must be necessary and reasonable for achieving the project's objectives and may not be included as contributions for any other Federal award. If a recipient voluntarily pledges cost sharing above the program's required amount, the total becomes a binding requirement of the Federal award at time of award approval and issuance by the USDA awarding agency.

Documentation must be retained in the recipient project files and made available upon request. The recipient must maintain documentation identifying:

1. The specific costs or contributions that constitute the cost sharing;
2. The funding source or contribution; and
3. How the appropriate amount of the contribution was determined for reporting purposes.

A recipient may use unrecovered indirect costs as part of cost sharing only with written approval from the USDA awarding agency. A recipient may use Federal funds from a non-USDA Federal program to meet cost sharing requirements of USDA program only when expressly authorized by law and with the prior written approval of the USDA awarding agency. A recipient must obtain prior approval or a Federal award amendment prior to modifying the Federal award cost share.

4.4 Interest Earned

In accordance with [2 CFR 200.305\(b\)\(12\)](#), the recipient may retain interest earned on Federal payments deposited in interest-bearing accounts up to \$500 per year for administrative expenses. Any additional interest earned on Federal funds must be returned annually to the Department of Health and Human Services Payment Management System (PMS) through either the Automated Clearing House (ACH) network or a Fedwire Funds Service payment. All interest in excess of \$500 per year must be returned to PMS regardless of whether the recipient or subrecipient was paid through PMS. Instructions for returning interest can be found at <https://pms.psc.gov/grant-recipients/returning-funds-interest.html>.

4.5 Indirect Costs

Federally Negotiated Indirect Cost Rates

Recipients and subrecipients may elect to apply their current Negotiated Indirect Cost Rate Agreements (NICRAs) to an award. However, certain USDA authorities or programs may impose limitations that prevent the recipient from collecting the full negotiated indirect cost rate. Pass-through entities are subject to the requirements in [2 CFR 200.332\(b\)\(4\)](#) and must accept all federally negotiated indirect costs rates for subrecipients.

***De Minimis* Rate Option**

A recipient or subrecipient that does not have a current, negotiated rate, except for those recipients described in [Appendix VII of 2 CFR 200—States and Local Government and Indian Tribe Indirect Cost Proposals, paragraph D.1.b](#), may elect to charge a *de minimis* rate of 15 percent of Modified Total Direct Costs (MTDC). No documentation is required to justify the *de minimis* rate of 15 percent.

Costs must be consistently charged as either indirect or direct costs but may not be double charged or inconsistently charged as both ([2 CFR 200.403\(d\)](#)). If chosen, this methodology, once elected, must be used consistently for all Federal awards until the recipient chooses to negotiate for a rate, for which the recipient may apply at any time.

The recipient who elects to charge the *de minimis* rate of 15 percent must use MTDC as the base, as defined in [2 CFR 200.1](#).

Indirect Costs for Subawards

The recipient is also required to accept federally negotiated indirect cost rates for subaward recipients unless otherwise required by statute or regulation. For subaward recipients that do not have an approved indirect cost rate negotiated between the subrecipient and the Federal Government, the pass-through entity may use a negotiated rate between them (including one from previous negotiation) or may allow use of the *de minimis* rate as described above in this section.

4.6 Procurements

The recipient may acquire commercially available goods and services in connection with a project. In doing so, the recipient organization must have in place documented procurement procedures, consistent with applicable State, local, and tribal laws and regulations. The recipient's documented procurement procedures must comply with the procurement standards identified in [2 CFR 200.317](#) through [2 CFR 200.327](#). Additionally, a recipient of an award of Federal financial assistance for infrastructure is required to adhere to the requirements of [Buy America, Build America Act](#).

A State or Indian Tribe recipient must follow the same policies and procedures the State or Indian Tribe uses for procurements from non-Federal funds. The State or Indian Tribe must comply with [2 CFR 200.321](#) through [2 CFR 200.323](#) and [2 CFR 200.327](#) and ensure that every purchase order or other contract includes applicable provisions described in [Appendix II](#) of 2 CFR part 200. All other non-Federal recipients must follow [2 CFR 200.318](#) through [2 CFR 200.327](#).

The requirements of the Federal award also apply to any contract awarded under the Federal award. The recipient is responsible for ensuring that all its contracts made in connection with the USDA awarding agency project contain the applicable provisions described in [Appendix II](#) of 2 CFR part 200.

5.0 PERFORMANCE MONITORING

5.1 Periodic Performance Reports

USDA requires the submission of periodic performance reports to demonstrate the progress made toward the completion of award goals, objectives, and outcomes, per [2 CFR 200.329](#). Reports must be formatted and submitted according to the instructions of the USDA awarding agency.

The recipient and subrecipient must monitor their activities under all Federal awards to ensure that they are compliant with all award requirements and that they are meeting performance expectations. The reports may be required quarterly, semi-annually, or annually. The minimum reporting requirement is annual submission.

5.2 Final Performance Reports

No later than 120 calendar days after the end date of the period of performance, the termination of the Federal award, project completion, or the final disbursement of the Federal award by the recipient, whichever event occurs first, the recipient must submit the final performance report to the USDA awarding agency. USDA awarding agencies will review performance reports to evaluate the project goals and measurable outcomes, as well as for compliance with Federal statutes and regulations.

5.3 Subrecipient Monitoring

The recipient is accountable for the performance of subrecipients and the appropriate expenditure of Federal funds through projects and activities. This includes maintaining the necessary documentation on all subawards and making it available to the USDA awarding agency upon request. The recipient must include subaward activities in all performance and financial reports.

In general, the requirements that apply to the Federal award recipient flow down to subrecipients. If the recipient uses subawards, it must enter into a formal written agreement with each subrecipient that addresses the arrangements for meeting the programmatic, administrative, financial, and reporting requirements of the Federal award, including those necessary to ensure compliance with all applicable Federal statutes, regulations and policies.

The recipient must evaluate each subrecipient's risk and establish monitoring activities as necessary to ensure each subrecipient complies with Federal statutes, regulations, and the terms and conditions of the subaward.

Monitoring activities may include but are not limited to:

1. Review of performance and financial reports;
2. Onsite reviews of subrecipient program operations; and
3. Providing training and technical assistance on programmatic activities.

The recipient is responsible for including the required information in [2 CFR 200.332\(b\)](#) and as appropriate, the information in [2 CFR 200.332\(d\)](#) as well as the requirements of the USDA awarding agency and award-specific terms and conditions in its subaward agreements. .

If a subrecipient fails to comply with the terms and conditions of the Federal award, the recipient may impose special award conditions, including one or more of the corrective actions outlined in [2 CFR 200.339](#).

5.4 Reporting Subawards and Executive Compensation

In compliance with [2 CFR 170.220](#), USDA has adopted the full text of the award term found at [Appendix A](#) of 2 CFR part 170 – Reporting Subawards and Executive Compensation:

Reporting Subawards and Executive Compensation

1. *Reporting of first-tier subawards* —

a. *Applicability.* Unless the recipient is exempt as provided in paragraph 4. of this award term, the recipient must report each subaward that equals or exceeds \$30,000 in Federal funds for a subaward to an entity or Federal agency. The recipient must also report a subaward if a modification increases the Federal funding to an amount that equals or exceeds \$30,000. All reported subawards should reflect the total amount of the subaward.

b. *Reporting Requirements.*

i. The recipient must report each subaward described in paragraph 1.a. of this award term to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at <http://www.fsrs.gov>.

ii. For subaward information, report no later than the end of the month following the month in which the subaward was issued. (For example, if the subaward was made on November 7, 2025, the subaward must be reported by no later than December 31, 2025).

2. *Reporting total compensation of recipient executives for entities* —

a. *Applicability.* The recipient must report the total compensation for each of the recipient's five most highly compensated executives for the preceding completed fiscal year if:

i. The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000;

ii. in the preceding fiscal year, the recipient received:

- (1) 80 percent or more of the recipient's annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and
- (2) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and,

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 ([15 U.S.C. 78m\(a\)](#), [78o\(d\)](#)) or section 6104 of the Internal Revenue Code of 1986 after receiving this subaward. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

b. *Reporting Requirements.* The recipient must report executive total compensation described in paragraph 2.a. of this appendix:

i. As part of the recipient's registration profile at <https://www.sam.gov>.

- ii. No later than the month following the month in which this Federal award is made, and annually after that. (For example, if this Federal award was made on November 7, 2025, the executive total compensation must be reported by no later than December 31, 2025.)

3. *Reporting of total compensation of subrecipient executives* —

- a. *Applicability.* Unless a first-tier subrecipient is exempt as provided in paragraph 4. of this appendix, the recipient must report the executive total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if:
 - i. The total Federal funding authorized to date under the subaward equals or exceeds \$30,000;
 - ii. In the subrecipient's preceding fiscal year, the subrecipient received:
 - (1) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and,
 - (2) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal awards (and subawards) subject to the Transparency Act; and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 ([15 U.S.C. 78m\(a\)](#), [78o\(d\)](#)) or section 6104 of the Internal Revenue Code of 1986 after receiving this subaward. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
- b. *Reporting Requirements.* Subrecipients must report to the recipient their executive total compensation described in paragraph 3.a. of this appendix. The recipient is required to submit this information to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at <http://www.fsrs.gov> no later than the end of the month following the month in which the subaward was made. (For example, if the subaward was made on November 7, 2025, the subaward must be reported by no later than December 31, 2025).

4. *Exemptions.*

- a. A recipient with gross income under \$300,000 in the previous tax year is exempt from the requirements to report:
 - i. Subawards, and
 - ii. The total compensation of the five most highly compensated executives of any subrecipient.

5. *Definitions.* For purposes of this award term:

“*Entity*” includes:

- a. Whether for profit or nonprofit:
 - i. A corporation;
 - ii. An association;
 - iii. A partnership;
 - iv. A limited liability company;
 - v. A limited liability partnership;
 - vi. A sole proprietorship;
 - vii. Any other legal business entity;
 - viii. Another grantee or contractor that is not excluded by subparagraph ii.; and
 - ix. Any State or locality;
- b. Does not include:
 - i. An individual recipient of Federal financial assistance; or
 - ii. A Federal employee.

“*Executive*” means an officer, managing partner, or any other employee holding a management position.

“*Subaward*” has the meaning given in [2 CFR 200.1](#).

“*Subrecipient*” has the meaning given in [2 CFR 200.1](#).

“*Total compensation*” means the cash and noncash dollar value an executive earns during an entity's preceding fiscal year. This includes all items of compensation as prescribed in [17 CFR 229.402\(c\)\(2\)](#).

5.5 Site Visits

The USDA awarding agency, the USDA Office of the Inspector General, or the Government Accountability Office may conduct in-person or virtual periodic site visits, at its own expense, to review project accomplishments and monitor progress. Site visit agendas may include review of financial and performance records, organizational procedures, and financial control systems. The USDA awarding agency may provide administrative or technical assistance, as necessary.

The USDA awarding agency will make every effort to notify the recipient of the site visit within a reasonable time frame. Any official site visit on the premises of a recipient or a subrecipient(s) requires that the recipient provide, and must require its subrecipients to provide, all reasonable facilities and assistance in order for the USDA awarding agency representatives to perform their duties. All site visits and evaluations are expected to be performed in a manner that does not cause any delay in the implementation of the project.

6.0 FINANCIAL MONITORING

6.1 Allowable and Unallowable Costs and Activities

The USDA awarding agency, recipient, and subrecipient must comply with cost principles at 2 CFR Subpart E and may not structure awards or obfuscate details to circumvent them. The cost principles apply to all costs associated with the Federal award, including the federal and non-federal share. All costs must meet the criteria in [2 CFR 200.403](#) to be allowable.

6.2 National Security and Unallowable Costs

USDA may periodically identify unallowable elements of cost, whether tangible or intangible, funded or otherwise made available through cash, non-cash, or in-kind contributions through a financial assistance award, due to national security concerns. Such determination of unallowability due to national security may be prescribed by statute, regulation, Executive Order, or administration policy, or may be in furtherance of [Secretary's Memorandum \(SM\) 1078-014](#), and prevents American taxpayer dollars from supporting countries of concern or other foreign adversaries who want to undermine our national security. A list of unallowable costs due to national security will be published and maintained at the following USDA website: <https://www.usda.gov/about-usda/general-information/staff-offices/office-chief-financial-officer/federal-financial-assistance-policy/national-security-and-unallowable-costs>.

The recipient agrees to comply with this term and shall not purchase, use, or make available in any way an unallowable element of cost due to national security for the purposes of a USDA award or using funds under the award. This term applies to the list of unallowable costs published by USDA at the time of award and any subsequent modifications to the list. The recipient agrees to monitor for communications from the awarding agency concerning modifications to the list and will periodically check the list to ensure compliance with this term.

6.3 Periodic Financial Reports

USDA requires the submission of periodic financial reports, per [2 CFR 200.328](#). The reports may be required quarterly, semi-annually, or annually. The minimum reporting requirement is annual submission. The recipient is required to submit a Federal Financial Report (SF-425) with each period's corresponding performance report to account for their financial expenditures during the corresponding reporting period. More detailed reports must be formatted and submitted according to the instructions of the USDA awarding agency.

6.4 Final Financial Report

The final financial report must be submitted to the USDA awarding agency no later than 120 calendar days after the end date of the period of performance, the termination of the Federal award, project completion, or the final disbursement of the Federal award by the recipient, whichever event occurs first. A subrecipient must submit a final financial report to a pass-through entity no later than 90 calendar days after the conclusion of the Federal award period of performance. See also [2 CFR 200.344](#). The USDA awarding agency or pass-through entity may extend the due date for any financial report with appropriate justification from the recipient or subrecipient.

6.5 Review of Financial Reports

USDA awarding agencies will review performance and financial reports to ensure completeness and progress toward meeting the project goals and measurable outcomes as well as compliance with Federal financial assistance regulations. USDA awarding agencies will notify the recipient if additional information is required. The recipient is responsible for adequately addressing all comments and questions before sending the revised report(s).

7.0 REMEDIES FOR NONCOMPLIANCE

The USDA awarding agency or pass-through entity may implement specific conditions if the recipient or subrecipient fails to comply with the U.S. Constitution, Federal statutes, regulations, or terms and conditions of the Federal award. When the Federal agency or pass-through entity determines that noncompliance cannot be remedied by imposing specific conditions, the Federal agency or pass-through entity may take one or more of the following actions:

1. Temporarily withhold payments until the recipient or subrecipient takes corrective action.
2. Disallow costs for all or part of the activity associated with the noncompliance of the recipient or subrecipient.
3. Suspend or terminate the Federal award in part or in its entirety.
4. Initiate suspension or debarment proceedings as authorized in 2 CFR part 180 and 2 CFR 417, or for pass-through entities, recommend suspension or debarment proceedings be initiated by the Federal agency.
5. Withhold further Federal funds (new awards or continuation funding) for the project or program.
6. Pursue other legally available remedies.

8.0 DEBARMENT AND SUSPENSION

In compliance with [2 CFR 180.20](#), USDA has adopted the OMB guidance in Subparts [A through I](#) of 2 CFR part 180 (and as supplemented by [2 CFR part 417](#)), as the USDA's policy and procedures for nonprocurement debarment and suspension.

9.0 CLOSEOUT

9.1 Federal Award Closeout

The USDA awarding agency will close out the Federal award when it determines that all applicable administrative actions and all required work of the Federal award are completed by the recipient, as provided in [2 CFR 200.344](#). If the recipient fails to complete the applicable administrative actions or the required work for a Federal award, the USDA awarding agency will proceed to close out the Federal award with the information available. The recipient must submit all project reporting information within 120 calendar days of the end date of the period of performance, the termination of the Federal award, project completion, or the final disbursement of the Federal award by the recipient, whichever event occurs first.

After the closeout of a Federal award, the recipient is responsible for complying with post-closeout requirements in [2 CFR 200.345](#). In accordance with [2 CFR 200.345](#), the closeout of the Federal award does not affect any of the following:

1. The right of the USDA awarding agency to disallow costs and recover funds on the basis of a later audit or other review;
2. The requirement for the recipient to return any funds due as a result of later refunds, corrections, or other transactions, including final indirect cost rate adjustments;
3. The ability of the USDA awarding agency to make financial adjustments to a previously closed Federal award, such as resolving indirect cost payments and making final payments;
4. Audit requirements in [Subpart F](#) of 2 CFR part 200;
5. Property management and disposition requirements in [2 CFR 200.310](#) through [2 CFR 200.316](#); or
6. Records retention as required in [2 CFR 200.334](#) through [2 CFR 200.337](#).

The recipient may charge the Federal award during closeout for the costs of publication or sharing of research results if the costs are not incurred during the period of performance of the Federal award.

9.2 Termination

In accordance with [2 CFR 200.340](#), the Federal award may be terminated in part or in its entirety as follows:

1. By the Federal agency or pass-through entity if the recipient or subrecipient fails to comply with the terms and conditions of the Federal award;
2. By the Federal agency or pass-through entity with the consent of the recipient or subrecipient, in which case the two parties must agree upon the termination conditions. These conditions include the effective date and, in the case of partial termination, the portion to be terminated;
3. By the recipient or subrecipient upon sending the Federal agency or pass-through entity a written notification of the reasons for such termination, the effective date, and, in the

case of partial termination, the portion to be terminated. However, if the Federal agency or pass-through entity determines that the remaining portion of the Federal award will not accomplish the purposes for which the Federal award was made, the Federal agency or pass-through entity may terminate the Federal award in its entirety; or

4. By the Federal agency or pass-through entity if an award no longer effectuates the program goals or agency priorities.

The recipient or pass-through entity must clearly and unambiguously specify all termination provisions in the terms and conditions of the subaward.

When the USDA awarding agency terminates the Federal award prior to the end of the period of performance due to the recipient's material failure to comply with the terms and conditions of the Federal award, the Federal agency must report the termination in SAM.gov. The USDA awarding agency must use the Contractor Performance Assessment Reporting System (CPARS) to enter information in SAM.gov.

1. The information required under [2 CFR 200.340\(c\)](#) (the preceding paragraph) is not to be reported in SAM.gov until the recipient has either:
 - a. Exhausted its opportunities to object or challenge the decision (see [2 CFR 200.342](#)); or
 - b. Has not, within 30 calendar days after being notified of the termination, informed the Federal agency that it intends to appeal the decision to terminate.

If the USDA awarding agency, after entering information about a termination in SAM.gov, subsequently:

1. Learns that any of that information is erroneous, the USDA awarding agency must correct the information in the system within three business days; or
2. Obtains an update to that information that could be helpful to other Federal agencies, the USDA awarding agency is strongly encouraged to amend the information in the system to incorporate the update in a timely way.

The USDA awarding agency must not post any information that will be made publicly available in the non-public segment of SAM.gov that is covered by a disclosure exemption under the Freedom of Information Act (FOIA). When the recipient asserts within seven calendar days to the USDA awarding agency which posted the information that a disclosure exemption under FOIA covers some of the information made publicly available, the USDA awarding agency that posted the information must remove the posting within seven calendar days of receiving the assertion. Before reposting the releasable information, the USDA awarding agency must resolve the issue in accordance with the USDA awarding agency's FOIA procedures.

When the Federal award is terminated in part or its entirety, the USDA awarding agency or pass-through entity and recipient or subrecipient remain responsible for compliance with the requirements in [2 CFR 200.344](#) through [2 CFR 200.345](#).

9.3 Unused and Returned Funds

Closeout — In compliance with [2 CFR 200.344](#), the recipient must liquidate all financial obligations incurred under the Federal award no later than 120 days after the end date of the period of performance, the termination of the Federal award, project completion, or the final disbursement of the Federal award by the recipient, whichever event occurs first. If the recipient has a balance of funds the USDA awarding agency previously disbursed, and if those funds were not obligated for allowable expenditures before the end date of the period of performance, and are not authorized to be retained, the recipient must promptly refund those funds to the USDA awarding agency.

Termination — In compliance with [2 CFR 200.472](#), the recipient must liquidate all financial obligations incurred under the Federal award no later than 120 calendar days after the effective date of the termination. If the recipient has a balance of funds the USDA awarding agency previously disbursed, and if those funds were not obligated for allowable expenditures before the effective date of termination or deemed allowable to comply with [2 CFR 200.344\(c\)](#), [2 CFR 200.403\(h\)](#), or [2 CFR 200.472\(b\)](#) (as applicable), the recipient must promptly refund those funds to the USDA awarding agency.

Request to return unobligated balance — In compliance with [2 CFR 200.346](#), any Federal funds paid to the recipient or subrecipient in excess of the amount the recipient or subrecipient is determined to be entitled to under the Federal award constitute a debt to the USDA awarding agency. The USDA debt management procedures can be found at [7 CFR part 3](#). The USDA awarding agency must collect all debts arising out of its Federal awards in accordance with [31 CFR part 901](#).

9.4 Disposition of Real Property, Equipment, Supplies, and Intangible Property

The recipient must use, manage, and dispose of real property, equipment, supplies, and intangible property, acquired or improved under a Federal award in accordance with [2 CFR 200.311](#), [2 CFR 200.313](#) through [2 CFR 200.315](#), and [2 CFR 200.453](#).

The recipient must maintain property records that include a description of the property, serial number or other identification number (if applicable), the source of funding for the property (including the Federal Award Identification Number (FAIN)), who holds the title, the acquisition date, and cost of the property. Additional information includes the percentage of Federal participation in the project costs for the Federal award under which the property was acquired; the location, use, and condition of the property; and any ultimate disposition data including the date of disposal and sale price of the property.

The recipient is expected to manage equipment for the purpose for which it was purchased, whether acquired in whole or in part under the Federal award, until disposition takes place.

10.0 RESEARCH & DEVELOPMENT, SCIENCE & TECHNOLOGY

For purposes of award terms 10.6 through 10.10 and 10.14, the following definitions shall apply:

“Foreign adversary” means any foreign government or foreign non-government person as defined (see [15 CFR 791.2](#)) or determined (see [15 CFR 791.4](#)) by the Secretary of Commerce

to have engaged in a long-term pattern or serious instances of conduct significantly adverse to the national security of the United States or security and safety of United States persons.

“Foreign country of concern” means the People’s Republic of China, the Democratic People’s Republic of Korea, the Russian Federation, the Islamic Republic of Iran, or any other country determined to be a country of concern by the Secretary of State.

“Foreign entity” means a foreign government, foreign non-government entity (e.g. foreign corporation, business association, partnership, trust, society), foreign government instrumentality, or multilateral organization whose members are primarily foreign governments or non-government entities (e.g., Group of Twenty (G20)).

“Foreign person” means any natural person who is not a U.S. Citizen as defined herein.

“Foreign talent recruitment program” means any program, position, or activity that includes compensation in the form of cash, in-kind compensation, including research funding, promised future compensation, complimentary foreign travel, things of non *de minimis* value, honorific titles, career advancement opportunities, or other types of remuneration or consideration directly provided by a foreign country at any level (national, provincial, or local) or their designee, or an entity based in, funded by, or affiliated with a foreign country, whether or not directly sponsored by the foreign country, to an individual, whether directly or indirectly stated in the arrangement, contract, or other documentation at issue.

“Individual” means covered individual, senior/key person, or any other individual employed by the recipient to work on the research arrangement, including an individual who (a) contributes in a substantive, meaningful way to the scientific development or execution of a research project proposed to be carried out as part of a research arrangement with USDA; and (b) is designated as a covered individual by USDA. Consistent with National Security Presidential Memorandum 33 (NSPM-33), this means principal investigators (PIs) and other senior or key personnel seeking or receiving USDA research and development funding (i.e., extramural funding) and researchers at USDA laboratories and facilities (i.e., intramural researchers, whether or not federally employed), including Government-owned, contractor-operated laboratories and facilities.

“Research” means a systematic investigation, including research development, testing, and evaluation, designed to develop or contribute to generalizable knowledge. Research includes all basic, applied, and demonstration research in all fields of science, technology, engineering, and mathematics. This includes, but is not limited to, research in economics, education, linguistics, medicine, nutrition, psychology, natural sciences, social sciences, statistics, and research involving human subjects, animals, and *in vitro* and *in silico* techniques. Activities which meet this definition constitute research (scientific activity), whether conducted or supported under a program which is considered “research” for other purposes, for example, some demonstration and service programs may include research or scientific activities.

“Research security training” means online research security training modules developed for the research community and participants in the United States research and development enterprise

to ensure compliance with National Security Presidential Memorandum–33 or successor documents, including modules— (a) focused on cybersecurity, international collaboration and international travel, foreign interference, and rules for proper use of funds, disclosure, conflict of commitment, and conflict of interest; and (b) tailored to the unique needs of— (i) covered individuals; (ii) undergraduate students, graduate students, and postdoctoral researchers; and (iii) applicants for awards under the Small Business Innovation Research (SBIR) and Small Business Technology Transfer (STTR) programs (as such terms are defined in section 9(e) of the Small Business Act ([15 USC 638\(e\)](#))).

“Science Experts Network Curriculum Vitae (SciENCv)” means an electronic system that helps researchers assemble the professional information needed for participation in federally funded research. SciENCv gathers and compiles information on expertise, employment, education and professional accomplishments (e.g., Common Form for Current and Pending (Other) Support and the Common Form for Biographical Sketch (OMB Control Number: 3145-0279)).

Researchers can use SciENCv to create and maintain biosketches that are submitted with grant applications and annual reports. SciENCv allows researchers to describe and highlight their scientific contributions in their own words. SciENCv is available at:

<https://www.ncbi.nlm.nih.gov/sciencv/>.

“U.S. citizen or entity subject to foreign ownership, control, or influence (FOCI)” means a U.S. citizen or entity when: (a) A foreign interest² has the power to direct or decide matters affecting the entity's management or operations in a manner that could: (i) Result in unauthorized access to classified information; or (ii) Adversely affect performance of a contract or agreement requiring access to classified information; and (b) The foreign interest exercises that power: (i) Directly or indirectly; (ii) Through ownership of the U.S. entity's securities, by contractual arrangements, or other similar means; (iii) By the ability to control or influence the election or appointment of one or more members to the entity's governing board (e.g., board of directors, board of managers, board of trustees) or its equivalent; or (iv) Prospectively (i.e., is not currently exercising the power, but could).³

10.1 Intellectual Property (Copyright and Patent Rights)

Pursuant to [2 CFR 200.315\(b\)](#), and to the maximum extent permissible by law, the recipient or subrecipient shall retain the right to assert copyright in any work that is copyrightable and either was developed or for which ownership was acquired under this Federal award. However, the USDA awarding agency expressly reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, distribute, or otherwise utilize such copyrighted works for Federal purposes, including the right to authorize third parties to exercise these rights on behalf of the Federal government. This reservation of rights includes the authority of the USDA awarding agency to mandate that the recipient or subrecipient make such works accessible through public access repositories operated, authorized, or designated by the USDA awarding agency.

The recipient or subrecipient shall adhere to all applicable regulations concerning patents and inventions, including but not limited to the government-wide regulations delineated in [37 CFR](#)

² For the purposes of this definition, the term “foreign interest” includes foreign person or foreign entity.

³ 32 CFR 2004.34

[Part 401](#). Should the recipient or subrecipient fail to disclose or elect to retain title to a subject invention in accordance with [37 CFR Part 401](#), or decline to do so, the USDA awarding agency reserves the right to obtain title to said subject invention.

10.2 Scientific Integrity and Research Misconduct

USDA is committed to the highest levels of integrity in all of its scientific activities and decision making. This includes performing, recording, and reporting the results of scientific activities with honesty, objectivity, and transparency. All individuals and entities performing under this Federal award shall adhere to the principles of scientific integrity as articulated in [USDA Departmental Regulation 1074-001](#), "Scientific Integrity".

The recipient is expected to uphold the principles of scientific integrity when engaging in scientific activities identified in the 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 ensure objectivity, clarity, and reproducibility, and that provides insulation from bias, fabrication, falsification, plagiarism, inappropriate influence, political interference, censorship, and inadequate procedural and information security.

The recipient bears the primary responsibility for prevention and detection of research misconduct associated with their institution and for the inquiry, investigation, and adjudication of research misconduct alleged to have occurred in association with their own institution as described per [2 CFR part 422](#). The recipient must comply with the reporting requirements outlined in [2 CFR part 422](#) regarding allegations and findings of research misconduct involving USDA-funded research.

Additional information can be found on the [USDA Office of the Chief Scientist website](#).

10.3 Geospatial Data Management Standards

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.

10.4 Public Access to Scholarly Publication and Digital Scientific Research Data

The recipient agrees to comply with USDA's public access policy implemented in [Departmental Regulation 1020-006](#), which establishes USDA policy for public access to scholarly publications and digital scientific research data assets. 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 USDA accessible to the public, to the extent practicable.

10.5 Information Security and Privacy

If the recipient connects to the USDA network or processes/stores USDA information, it must adhere to all Federal and USDA security and privacy mandates. Recipient personnel granted access to USDA networks, systems, or authorized to use USDA-owned/leased equipment, must

complete all mandatory USDA security and privacy training. This includes the Federal Information Security Management Acts (FISMA) of 2002 and 2014, the National Cybersecurity Protection Act of 2014, and the Privacy Act of 1974, all aimed at safeguarding USDA information and information systems from cyber threats and unauthorized access. Detailed USDA control guidelines are provided in the most recent USDA Information System Security Handbook. Furthermore, compliance with USDA email regulations and policies is required. Those regulations and policies specifically prohibit the downloading of copyrighted material without prior authorization or accessing content deemed inappropriate. The recipient is also prohibited from disseminating or publishing previously unreleased official government information or data without explicit authorization under this award.

USDA security and privacy protocols are aligned with the latest National Institute of Standards and Technology (NIST) special publications and are accessible through the USDA Information System Security Program Manager. Where applicable, the recipient is required to collaborate with the designated USDA Program Unit Information Systems Security Manager and the USDA Information Systems Security Program Manager to meet the FISMA Assessment and Authorization (A&A) requirements for USDA information and information systems, including adhering to the USDA's 6-step risk management framework as described in [Departmental Regulation 3540-003: Security Assessment and Authorization](#).

10.6 Research Security Training

The recipient of a research award, whether an institution or individual, must certify that each individual employed by the recipient to work on the award has completed research security training (RST) and must recertify annually for the duration of the award. RST must have been completed either at the time of application, where applicable, or within the 12-month period immediately preceding the commencement of work on the award. The required RST can be satisfied by utilizing the training made available by the [National Science Foundation](#) or the [SECURE Center](#).

10.7 Foreign Ownership, Control or Influence (FOCI) by a Country of Concern

By accepting the Federal award, the recipient (whether an institution or individual) certifies that they are not currently, and will not in the future, enter into any subawards, contracts, or other agreements, or otherwise provide any form of benefit (material or non-material) through either funded or unfunded work to any foreign person, foreign entity, U.S. citizen, or U.S. entity, that is subject to foreign ownership, control, or influence by a foreign country of concern or another foreign adversary.

10.8 Disclosures

The recipient of a research award (whether an institution or individual), and all employees of the recipient who work on the research award, must complete the Common Form for Current and Pending (Other) Support and the Common Form for Biographical Sketch using SciENcv, submit the form(s) at time of application, and agree to update the form(s) at any time USDA deems appropriate during the term of the award, but no less than annually. The recipient must provide any supporting documentation, including copies of contracts, grants, or any other agreement, specific to foreign appointments, employment with a foreign institution,

participation in a foreign talent recruitment program, and other information reported as current and pending support for all employees working on the award.

By accepting the award, the recipient certifies that the forms are current, accurate, and complete.

10.9 Malign Foreign Talent Recruitment Program

The recipient must certify that they (if an individual) or any individual employed to work on the research award is not participating, and has not participated within the past 10 years, in a malign foreign talent recruitment program (FTRP) as defined in [42 U.S.C. § 19237](#). Each such individual must certify on the Common Form for Current and Pending (Other) Support and a Common Form for Biographical Sketch (OMB Control Number 3145-0279) via SciENCv that they are not party to a malign FTRP and agree to an annual recertification for the duration of the award, complying with [42 U.S.C. § 19232](#).

10.10 Consequences for Violation of Disclosure Requirements

Violation of disclosure requirements may lead to criminal, civil, and/or administrative consequences as may be deemed appropriate based upon the particular facts of the violation. Violations will be thoroughly investigated and referred to criminal and/or civil offices within the Department of Justice, when warranted. Such matters will also be considered for administrative action as deemed appropriate. Administrative actions may include suspension and debarment of individuals or research organizations, where consistent with [2 CFR part 180](#), [2 CFR part 417](#), and [48 CFR part 9.4](#) and appropriate to protect the integrity of government grant and contract programs.

In addition to suspension and procedures set forth in [2 CFR part 180](#), [2 CFR part 417](#), and [48 CFR part 9.4](#), a research agency may consider [action](#) pursuant to other authorities, including but not limited to:

1. [2 CFR 200.206](#) Federal awarding agency review of risk posed by applicants;
2. [2 CFR 200.208](#) Specific conditions;
3. [2 CFR 200.339](#) Remedies for noncompliance;
4. [2 CFR 200.340](#) Termination; and
5. [2 CFR 200.341](#) Notification of termination requirement.

Other Potential Administrative Actions

Depending on the facts surrounding the violation, and consistent with due process requirements, research agencies may consider a range of actions, including upon recommendation of the cognizant Office of the Inspector General. Such actions include, but are not limited to:

1. Rejection of a research arrangement application;

2. Preserving a research arrangement but requiring or otherwise ensuring that individual(s) do not perform work under the arrangement;
3. Ineligibility for participation in U.S. Government review panels and other activities;
4. Suspension or termination of Federal employment;
5. Suspension or termination of a research arrangement;
6. Suspension or denial of Title IV funds by the Department of Education; and
7. Placement of the individual or research organization in the System for Award Management or Federal Awardee Performance and Integrity Information System to alert other agencies.

10.11 Potential Life Sciences Dual Use Research of Concern and Dangerous Gain-of-Function

This term and condition applies to all research for which USDA award funds may be used that potentially falls within the scope of the [*U.S. Government Policy for Institutional Oversight of Life Sciences Dual Use Research of Concern*](#) (DURC), as published in September 2014, and/or would fall under the Department of Health and Human Services [*Framework for Guiding Decisions about Proposed Research Involving Enhanced Potential Pandemic Pathogens \(HHS P3CO Framework\)*](#), as published in January 2017, hereafter referred to as “the Policy”. By accepting this Federal award, the recipient agrees to comply with the Policy.

The recipient is responsible for monitoring the research progress and for implementation of all appropriate biosafety and biosecurity risk mitigation measures including compliance with all applicable laws and regulations related to that implementation, including the Policy specified above. The recipient agrees to ensure that the award does not support any research that USDA will not fund.

1. Pursuant to the May 5, 2025, [*Executive Order on Improving the Safety and Security of Biological Research*](#), USDA will not fund research that could potentially result in dangerous gain-of-function research conducted by foreign entities in countries of concern, as defined by the Executive Order, or foreign countries where there is not adequate oversight. Adequate oversight means the work is conducted in a manner that is compliant with U.S. biosafety and biosecurity standards.
2. USDA will not fund research that would lead to a dangerous gain-of-function except in special circumstances where the potential benefits far outweigh the risks, where other options are not available, and where all other conditions of the Policy are met.
3. USDA will not fund research that involves the creation, transfer, or use of enhanced potential pandemic pathogens except under special circumstances where the potential benefits to society far outweigh the risks and all other conditions of the Policy are met.

Each organization involved in the conduct of USDA-supported research that utilizes select agents or other pathogens specified by the Secretary of Agriculture, must have a standing

Institutional Biosafety Committee (IBC) or other Institutional Review Entity (IRE) whose role is the review of research involving agents covered by the Policy.

Use of the select agents or other potential pandemic pathogens as defined by the Policy must be registered with the Centers for Disease Control and Prevention or USDA as directed under the [Select Agent Regulations](#). Documentation demonstrating appropriate registration of the agent must be submitted to USDA prior to the issuance of the award.

In the rare cases where USDA funds research that involves the creation, transfer, or use of enhanced potential pandemic pathogens, then special award conditions will be applied to ensure adequate oversight by the cognizant USDA Agency and require the establishment of a risk mitigation plan for the research that must be reviewed and approved by the IRE and USDA, as well as the requirement of maintenance of records of institutional review of the research and risk mitigation activities for three years after completion of the project.

The recipient must establish an Institutional Contact for Dual Use Research (ICDUR), as required by the Policy, to serve as an internal resource for issues regarding compliance with and implementation of the requirements for the oversight of research that falls within the scope of the Policy. The recipient must maintain records of institutional DURC reviews and completed risk mitigation plans for the term of the research grant or contract plus three years after its completion, but no less than eight years, unless a shorter period is required by law or regulation.

“Dangerous gain-of-function” research means scientific research on an infectious agent or toxin with the potential to cause disease by enhancing its pathogenicity or increasing its transmissibility. Covered research activities are those that could result in significant societal consequences and that seek or achieve one or more of the following outcomes:

1. Enhancing the harmful consequences of the agent or toxin;
2. Disrupting beneficial immunological response or the effectiveness of an immunization against the agent or toxin;
3. Conferring to the agent or toxin resistance to clinically or agriculturally useful prophylactic or therapeutic interventions against that agent or toxin or facilitating their ability to evade detection methodologies;
4. Increasing stability, transmissibility, or the ability to disseminate the agent or toxin;
5. Altering the host range or tropism of the agent or toxin;
6. Enhancing the susceptibility of a human host population to the agent or toxin; or
7. Generating or reconstituting an eradicated or extinct agent or toxin.

“Dual use research of concern” means life sciences research that, based on current understanding, can be reasonably anticipated to provide knowledge, information, products, or technologies that could be directly misapplied to pose a significant threat with broad potential consequences to public health and safety, agricultural crops and other plants, animals, the environment, materiel, or national security.

“Institutional Contact for Dual Use Research” (ICDUR) means an individual designated by the institution to serve as an institutional point of contact for questions regarding compliance with and implementation of the requirements for the oversight of DURC as well as the liaison (as necessary) between the institution and the relevant funding agency.

“Life sciences” means living organisms (e.g., microbes, human beings, animals, and plants) and their products, including all disciplines and methodologies of biology such as aerobiology, agricultural science, plant science, animal science, bioinformatics, genomics, proteomics, microbiology, synthetic biology, virology, molecular biology, environmental science, public health, modeling, engineering of living systems, and all applications of the biological sciences. The term is meant to encompass the diverse approaches to understanding life at the level of ecosystems, populations, organisms, organs, tissues, cells, and molecules.

10.12 Export Control

By accepting this Federal award, the recipient agrees to comply with all applicable laws and regulations regarding export-controlled items, including the Export Administration Regulations (EAR) issued by the Department of Commerce. The recipient shall establish and maintain effective export compliance procedures throughout the performance of the Federal award. At a minimum, these export compliance procedures must include adequate controls of physical, verbal, visual, and electronic access to export-controlled items, including by foreign nationals.

If export-controlled items are used to conduct research or are generated as part of the research efforts, the export control laws and regulations apply to the controlled items.

The recipient shall control access to all export-controlled items that it possesses or that comes into its possession in performance of this Federal award, to ensure that access to, or release of, such items are restricted, or licensed, as required by applicable federal statutes, Executive Orders, and/or regulations, including the EAR.

To the extent the recipient wishes to provide foreign nationals with access to export-controlled items, the recipient shall be responsible for obtaining any necessary licenses, including licenses required under the EAR for deemed exports or deemed re-exports.

Compliance with this section will not satisfy any legal obligations the recipient may have regarding items that may be subject to export controls administered by other agencies such as the Department of State, which has jurisdiction over exports of munitions items subject to the International Traffic in Arms Regulations ([22 CFR part 120](#) through [22 CFR part 130](#)), including releases of such items to foreign nationals.

Although openly publishable literature is not subject to export control, USDA’s policy is to oppose interaction with terrorist and embargoed countries unless there is specific U.S. Government policy support for sponsorship for such interactions.

The recipient shall include this clause, including this paragraph, in all lower-tier transactions (subawards, contracts awarded under the Federal award, etc.) under this Federal award that may involve access to export-controlled items.

“Export-controlled information” means information (which may include technology, technical data, assistance or software), the export (including, as applicable, transfer to foreign nationals within the United States) of which is controlled under the “Export Administration Regulations” (maintained by the U.S. Department of Commerce), the “International Traffic in Arms Regulations” (maintained by the U.S. Department of State), “[10 CFR part 810](#), Assistance to Foreign Atomic Energy Activities” regulations (maintained by the U.S. Department of Energy), or various trade and economic sanctions (maintained by the U.S. Department of Treasury’s Office of Foreign Assets Control).

“Export-controlled items” means items (e.g., commodities, software, or technology), that are subject to the EAR ([15 CFR part 730](#) through [15 CFR part 774](#)), implemented by the Department of Commerce’s Bureau of Industry and Security. These are generally known as “dual-use” items, items with a military and commercial application.

“Deemed export/re-export” means the release of export-controlled items (specifically, technology or source code) to a foreign national in the U.S. Such release is “deemed” to be an export to the home country of the foreign national ([15 CFR 734.2](#)). A release may take the form of visual inspection, oral exchange of information, or the application abroad of knowledge or technical experience acquired in the United States. If such a release occurs abroad, it is considered a deemed re-export to the foreign national’s home country. Licenses from Department of Commerce may be required for deemed exports or re-exports.

Transfer can occur by the transmission of technology/items by physical or electronic means such as:

1. Shipping (by land, sea, or air) of export-controlled information (ECI); hand-carrying on foreign travel; or performing processes or services in a foreign country that convey expertise;
2. Sales, loans, or donations to foreign persons, including associated technical manuals;
3. Consulting with or training foreign persons;
4. Publications, presentations, and participation in international exchange programs or conferences;
5. Mail, faxes, emails, postings/data transfer on the Internet, or communication through telephone calls;
6. Cooperative Research and Development Agreements (CRADA), patent applications, non-disclosure agreements, procurement specifications, Memoranda of Agreement/Understanding, and contracting instruments; and
7. Sharing export-controlled technology/information with foreign persons in the United States, including visits or assignments of foreign persons to USDA facilities.

If a violation occurs or one is thought to have occurred, self-disclosure is required to USDA and the appropriate export control jurisdictional authority. Each recipient has or should have an

escalation process for such matters. Depending on circumstances and the significance of the violation, penalties can include:

1. Fines for the individual and/or legal entity contractor;
2. Denial of export privileges for a specified period of time or indefinitely;
3. Loss of Programs/Projects;
4. Loss of reputation;
5. Debarment, seizure, and/or forfeiture; or
6. Imprisonment.

10.13 Limitation on Use of Funds for Research Involving Human Subjects

By accepting this Federal award, the recipient agrees that no work involving human subjects may be undertaken, conducted, or costs incurred and/or charged to this Federal award for human subject's research, until the appropriate documentation is approved in writing by USDA. This documentation may include:

1. Documentation establishing approval of the project by an institutional review board (IRB) approved for federal-wide use under Department of Health and Human Services guidelines;
2. Documentation to support an exemption for the project;
3. Documentation to support deferral for an exemption or IRB review; or
4. Documentation of IRB approval of any modification to a prior approved protocol or to an informed consent form.
5. 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.

If approved, 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](#). The recipient and any subrecipient, as appropriate, must maintain appropriate policies and procedures for the protection of human subjects. The recipient will provide assurance that the risks do not outweigh either potential benefits to the subjects or the expected value of the knowledge sought and 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.

The protection of human subjects (the "Common Rule") as codified in [45 CFR part 46, subpart A](#), defines a human subject as a living individual about whom an investigator conducting research obtains (1) information or biospecimens through intervention or interaction with the individual (e.g., surveys and focus groups), and uses, studies, or analyzes the information or

biospecimens or (2) uses, studies, analyzes, or generates identifiable private information or identifiable biospecimens.

11.0 RECORDS MANAGEMENT

11.1 Record Retention

The recipient must retain all records relating to the Federal award for three years after the submission of the final Federal Financial Report (SF-425). If any litigation, claim, or audit is started before the expiration of the 3-year period, records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken, to include when appeal rights have lapsed and no appeal was filed. See [2 CFR 200.334](#) for exceptions and qualifications to the retention requirement and period for other types of Federal-related records, including property records.

11.2 Access to Records

As described in [2 CFR 200.337](#), the USDA awarding agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, must have right of access to any documents, papers, or records of recipients and subrecipients which are pertinent to the Federal award, to make audits, examinations, excerpts, and transcripts. Compliance with this requirement includes timely and reasonable access to the recipient's and subrecipient's personnel for interviews and discussion related to such documents.

11.3 Licensing and Copyright

The Federal Government reserves a royalty-free, nonexclusive and irrevocable license to reproduce, make public or otherwise use, and to authorize others to use for federal purposes:

1. The copyright in all information dissemination products, as defined at [2 CFR 400.0](#), developed under an award; and
2. Any rights of copyright to which the recipient purchases ownership under an award.

12.0 OTHER APPLICABLE TERMS AND CONDITIONS

12.1 Animal Welfare Act

The recipient agrees to comply with the Animal Welfare Act ([7 U.S.C. § 54](#)) and corresponding regulations in [9 CFR part 1](#) through [9 CFR part 4](#) pertaining to the care, handling, and treatment of vertebrate animals held or used for research.

12.2 Civil Rights Obligations/Nondiscrimination

The recipient must comply, and certifies that it will comply, with all applicable Federal anti-discrimination laws, regulations, and policies for the duration of the Federal award, to include the following without limitation:

1. Title IX of the Education Amendments of 1972, as amended, [20 U.S.C. §§ 1681 et seq.](#);
2. [Presidential Executive Order 14168](#), *Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government*;

3. Title VI of the Civil Rights Act of 1964, [42 U.S.C. §§ 2000d et seq.](#), and applicable implementing regulations at [7 CFR part 15, subpart A](#);
4. [Presidential Executive Order 14173](#), *Ending Illegal Discrimination and Restoring Merit-Based Opportunity*; and
5. Age Discrimination Act of 1975 ([42 U.S.C. §§ 6101 et seq.](#)).

By accepting the award, the recipient certifies that it does not, and will not during the term of the award, operate any programs that advance or promote Diversity, Equity, and Inclusion in violation of Federal anti-discrimination laws. The recipient must include the provisions of this clause in all subawards and contracts awarded under the Federal award.

The above requirements are conditions of payment that go to the essence of the Federal award, and they are therefore material terms of the Federal award. The recipient acknowledges that this certification reflects a change in the government's position regarding the materiality of the foregoing requirements and therefore any prior payment of similar claims does not reflect the materiality of the foregoing requirements to this Federal award. Payments under the award are predicated on compliance with the above requirements, and therefore the recipient is not eligible for funding under the award or to retain any funding under the award absent compliance with the above requirements. USDA reserves the right to terminate Federal financial assistance awards and recover all funds if the recipient, during the term of this award, operates any program in violation of Federal anti-discrimination laws.

If the recipient either fails to comply with above requirements, or makes a knowing false statement related to compliance with the above requirements and/or eligibility for the Federal award, the recipient may be subject to liability under the False Claims Act, [31 U.S.C. § 3729](#), and/or criminal liability, including under [18 U.S.C. § 287](#) and [18 U.S.C. § 1001](#).

For more information about USDA Civil Rights requirements, please visit <https://www.usda.gov/about-usda/general-information/staff-offices/office-assistant-secretary-civil-rights>.

12.3 International Travel – Fly America Act

All Federal government financed international air transportation is required by [49 U.S.C. § 40118](#), commonly referred to as the "Fly America Act," to use U.S. air carrier service for all air travel and cargo transportation services. One exception to this requirement is transportation provided under a bilateral or multilateral air transport agreement, to which the U.S. government and the government of a foreign country are parties, and which the Department of Transportation has determined meets the requirements of the Fly America Act.

Current "Open Skies Agreements" that are in effect can be found here: <https://www.gsa.gov/policy-regulations/policy/travel-management-policy/fly-america-act>.

It is the recipient's responsibility for making determinations and documenting the decision as to whether an exemption to this requirement applies.

Exceptions vary depending on the direction of travel and are outlined in [41 CFR 301-10.135](#) and [41 CFR 301-10.136](#).

12.4 Prohibition on Congressional Interest in Agreements

Pursuant to [41 U.S.C. § 6306](#), no Member of, or Delegate to, Congress shall be admitted to any share or part of this agreement, or any benefit that may arise therefrom, either directly or indirectly, except as expressly provided by law.

12.5 Lobbying Prohibitions

In accordance with [31 U.S.C. § 1352](#), the recipient is required to abide by the policy and procedures codified at [22 CFR part 138](#). By accepting the Federal award, the recipient agrees that:

1. No Federal appropriated funds have been paid 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 an 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, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the recipient shall complete and submit [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 at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 [31 U.S.C. § 1352](#). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$25,132 and not more than \$251,322 for each such failure.

12.6 Trafficking in Persons

USDA awarding agencies are authorized to terminate a Federal award or take remedial actions if a private entity receiving funds under a Federal award engages in trafficking in persons. In compliance with [2 CFR 175.105\(a\)](#), USDA has adopted the award term—[Trafficking in Persons](#) ([Appendix A](#) to [2 CFR part 175](#)):

Trafficking in Persons

1. *Provisions applicable to a recipient that is a private entity.*

- a. Under this award, the recipient, its employees, subrecipients under this award, and subrecipient's employees must not engage in:
 - i. Severe forms of trafficking in persons;
 - ii. The procurement of a commercial sex act during the period of time that this award or any subaward is in effect;
 - iii. The use of forced labor in the performance of this award or any subaward; or
 - iv. Acts that directly support or advance trafficking in persons, including the following acts:
 - (1) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 - (2) Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
 - (a) Exempted from the requirement to provide or pay for such return transportation by the Federal department or agency providing or entering into the grant or cooperative agreement; or
 - (b) The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;
 - (3) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
 - (4) Charging recruited employees a placement or recruitment fee; or
 - (5) Providing or arranging housing that fails to meet the host country's housing and safety standards.
- b. The Federal agency may unilaterally terminate this award or take any remedial actions authorized by [22 U.S.C. 7104b\(c\)](#), without penalty, if any private entity under this award:
 - i. Is determined to have violated a prohibition in paragraph 1.a. of this appendix; or
 - ii. Has an employee that is determined to have violated a prohibition in paragraph 1.a. of this this appendix through conduct that is either:
 - (1) Associated with the performance under this award; or

- (2) 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 Government-wide Debarment and Suspension (Nonprocurement),” as implemented by our agency at [2 CFR 417](#).

2. *Provision applicable to a recipient other than a private entity.*

- a. The Federal agency may unilaterally terminate this award or take any remedial actions authorized by [22 U.S.C. 7104b\(c\)](#), without penalty, if a subrecipient that is a private entity under this award:
 - i. Is determined to have violated a prohibition in paragraph 1.a. of this appendix;
or
 - ii. Has an employee that is determined to have violated a prohibition in paragraph 1.a. of this appendix through conduct that is either:
 - (1) Associated with the performance under this award; or
 - (2) 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 Government-wide Debarment and Suspension (Nonprocurement),” as implemented by our agency at [2 CFR 417](#).

3. *Provisions applicable to any recipient.*

- a. The recipient must inform the Federal agency and the Inspector General of the Federal agency immediately of any information you receive from any source alleging a violation of a prohibition in paragraph 1.a. of this appendix.
- b. The Federal agency's right to unilaterally terminate this award as described in paragraphs 1.b. or 2.a. of this appendix:
 - i. Implements the requirements of [22 U.S.C. 78](#), and
 - ii. Is in addition to all other remedies for noncompliance that are available to the Federal agency under this award.
 - (1) The recipient must include the requirements of paragraph 1.a. of this award term in any subaward it makes to a private entity.
 - (2) If applicable, the recipient must also comply with the compliance plan and certification requirements in [2 CFR 175.105\(b\)](#).

4. *Definitions.* For purposes of this award term:

“Employee” means either:

- a. An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this award; or

- b. Another person engaged in the performance of the project or program under this 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 requirements.

“*Private entity*” means any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in [2 CFR 200.1](#).

The terms “severe forms of trafficking in persons,” “commercial sex act,” “sex trafficking,” “Abuse or threatened abuse of law or legal process,” “coercion,” “debt bondage,” and “involuntary servitude” have the meanings given at section 103 of the TVPA, as amended ([22 U.S.C. 7102](#)).

In addition, for awards related to research and development (R&D) or science and technology (S&T), the recipient certifies that they are not party to utilizing forced labor or partnering with non-parties to this agreement who are party to utilizing forced labor.

12.7 Recipient Integrity and Performance

In compliance with [Appendix XII](#) to 2 CFR part 200, if the total value of the recipient’s 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 the Federal award, the recipient must comply with the requirements set forth in the government-wide Award Term and Condition of Recipient Integrity and Performance Matters:

Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirement.

- a. If the total value of your active grants, cooperative agreements, and procurement contracts from all Federal agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient must ensure the information available in the responsibility/qualification records through the System for Award Management ([SAM.gov](#)), about civil, criminal, or administrative proceedings described in paragraph 2. of this award term is current and complete. This is a statutory requirement under section 872 of [Public Law 110-417](#), as amended ([41 U.S.C. 2313](#)). As required by section 3010 of [Public Law 111-212](#), all information posted in responsibility/qualification records in [SAM.gov](#) on or after April 15, 2011 (except past performance reviews required for Federal procurement contracts) will be publicly available.

2. Proceedings About Which You Must Report.

- a. You must submit the required information about each proceeding that—
 - i. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

- b. Reached its final disposition during the most recent 5-year period; and
 - c. Is one of the following—
 - i. A criminal proceeding that resulted in a conviction;
 - ii. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - iii. An administrative proceeding that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - iv. Any other criminal, civil, or administrative proceeding if—
 - (1) It could have led to an outcome described in paragraph 2.a.i. through iii.;
 - (2) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - (3) The requirement in this award term to disclose information about the proceeding does not conflict with applicable laws and regulations.
3. *Reporting Procedures.* Enter the required information in *SAM.gov* for each proceeding described in paragraph 2. of this award term. You do not need to submit the information a second time under grants and cooperative agreements that you received if you already provided the information in *SAM.gov* because you were required to do so under Federal procurement contracts that you were awarded.
4. *Reporting Frequency.* During any period of time when you are subject to the requirement in paragraph 1. of this award term, you must report proceedings information in *SAM.gov* for the most recent 5-year period, either to report new information about a proceeding that you have not reported previously or affirm that there is no new information to report. If you have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000, you must disclose semiannually any information about the criminal, civil, and administrative proceedings.
5. *Definitions.* For purposes of this award term—
- “*Administrative proceeding*” means a non-judicial process that is adjudicatory in nature to make a determination of fault or liability (for example, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with the performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

“Conviction” means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

“Total value of currently active grants, cooperative agreements, and procurement contracts” includes the value of the Federal share already received plus any anticipated Federal share under those awards (such as continuation funding).

12.8 Debt

Pursuant to [7 CFR 3.14\(b\)](#), USDA awarding agencies are not permitted to extend Federal financial assistance (either directly or indirectly) in the form of grants, loans, or loan guarantees to judgement debtors who have a judgement lien placed against their property until the judgement is satisfied, unless the USDA awarding agency grants a waiver in accordance with USDA regulations. [See 31 U.S.C. § 3720B](#). By accepting this award, the recipient affirms they are not a judgement debtor who has a judgement lien placed against their property, or that the USDA awarding agency has granted a waiver in accordance with USDA regulations.

Pursuant to [31 U.S.C. Chapter 37](#), any funds paid to a recipient in excess of the amount to which the recipient is finally determined to be entitled under the terms and conditions of the award constitute a debt to the Federal Government. If not paid within a reasonable period after the demand for payment, the USDA awarding agency may reduce the debt by:

1. Making an administrative offset against other requests for reimbursements;
2. Withhold advance payments otherwise due to the recipient; or
3. Taking other action permitted by statute.

Except as otherwise provided by law, the USDA awarding agency shall charge interest on an overdue debt in accordance with [31 U.S.C., Chapter 37](#) and [31 CFR Part 901](#).

12.9 Never Contract with the Enemy

In accordance with [2 CFR part 183](#), the following terms apply if the Federal award exceeds \$50,000 and is performed outside the United States, including U.S. territories, and is in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities. It does not apply to the authorized intelligence or law enforcement activities of the Federal Government.

1. Prohibition on Providing Funds to the Enemy
 - a. The recipient must—
 - i. Exercise due diligence to ensure that no funds, including supplies and services, received under this Federal award are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively

engaged in hostilities, which must be completed through [2 CFR 180.300](#) prior to issuing a subaward or contract and;

- ii. Terminate or void in whole or in part any subaward or contract with a person or entity listed in SAM as a prohibited or restricted source pursuant to subtitle E of Title VIII of the NDAA for FY 2015, unless the Federal agency provides written approval to continue the subaward or contract.
- b. The recipient may include the substance of this clause, including paragraph (a) of this clause, in subawards under this Federal award that have an estimated value over \$50,000 and will be performed outside the United States, including its outlying areas.
- c. The USDA awarding agency has the authority to terminate or void this Federal award, in whole or in part, if the USDA awarding agency becomes aware that the recipient failed to exercise due diligence as required by paragraph (a) of this clause or if the USDA awarding agency becomes aware that any funds received under this Federal award have been provided directly or indirectly to a person or entity who is actively opposing coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

2. Additional Access to Recipient Records

- a. In addition to any other existing examination-of-records authority, the Federal Government is authorized to examine any of recipient records and the records of subrecipients or contracts to the extent necessary to ensure that funds, including supplies and services, available under this grant or cooperative agreement are not provided, directly or indirectly, to a person or entity that is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, except for awards awarded by the Department of Defense on or before December 19, 2017, that will be performed in the United States Central Command (USCENTCOM) theater of operations.
- b. The substance of this clause, including this [paragraph \(b\)](#), must be included in subawards or contracts under this grant or cooperative agreement that have an estimated value over \$50,000 and will be performed outside the United States, including its outlying areas.

12.10 Whistleblower Protection

USDA recognizes that whistleblowers perform an important service to the agency and the public when they come forward with what they reasonably believe to be evidence of wrongdoing. They should never be subject to reprisal for doing so. Federal law protects federal employees against reprisal for whistleblowing. In addition, under [41 U.S.C. § 4712](#), it is illegal for an employee of a Federal contractor, subcontractor, grantee, subgrantee, or for a personal services contractor to be discharged, demoted, or otherwise discriminated against for making a protected whistleblower disclosure. Also, under Presidential Policy Directive-19 (PPD-19), an

action affecting access to classified information cannot be taken in reprisal for protected whistleblowing.

The [USDA Office of the Inspector General \(USDA OIG\)](#) has jurisdiction to investigate allegations of reprisal for whistleblowing by employees of USDA contractors, subcontractors, grantees, subgrantees, and personal services contractors. Information on how to report suspected reprisal to the USDA OIG is available at: <https://usdaoig.oversight.gov/resources/whistleblower-protection-coordinator>.

12.11 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 USDA awarding agency authorized 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.

13.0 COMPLIANCE WITH EXECUTIVE ORDERS AND OTHER PRESIDENTIAL ACTIONS

USDA must comply with Executive Orders (EOs) and other Presidential Actions. When incorporated into Federal awards, the recipient must comply with EOs or Presidential Actions, as well as USDA awarding agency policies and regulations. The following EOs are expressly incorporated into this Federal award:

13.1 EO 13043: Increasing Seat Belt Use in the United States

The recipient is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented, or personally owned vehicles. USDA encourages individuals to use seat belts while driving in connection with the Federal award. See [full text](#).

13.2 EO 13642: Making Open and Machine Readable the New Default for Government Information

In order to ensure government information is easy to find, accessible, and usable, Federal Government information resources shall be open and machine readable. The recipient should, whenever practicable, collect, transmit, and store award-related information in open and machine-readable formats rather than in closed formats or on paper. See [full text](#).

13.3 EO 13513: Federal Leadership on Reducing Text Messaging While Driving

The recipient is encouraged to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or Federal Government owned vehicles, or while driving personally owned vehicles when on official Federal Government business or when performing any work for or on behalf of the Federal Government. See [full text](#).

13.4 EO 14149: Restoring Freedom of Speech and Ending Federal Censorship

No funding shall be directed towards activities that are contrary to section 2 of EO 14149. See [full text](#).

13.5 EO 14168: Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government

No funding shall be used to promote gender ideology. See [full text](#) and Section 12.2.

13.6 EO 14173: Ending Illegal Discrimination and Restoring Merit-Based Opportunity

The recipient shall comply fully with all applicable Federal anti-discrimination laws and acknowledges said compliance is material to the government's payment decisions for purposes of 31 U.S.C. § 3729(b)(4). The recipient certifies they do not operate any programs that promote Diversity, Equity, or Inclusion (DEI) that violate any applicable Federal anti-discrimination laws. See [full text](#) and Section 12.2.

13.7 EO 14199: Withdrawing the U.S. From and Ending Funding to Certain United Nations Organizations and Reviewing U.S. Support to all International Organizations

No funding shall be used for a contribution, grant, or other payment to UNWRA. See [full text](#).

13.8 EO 14201: Keeping Men Out of Women's Sports

No funding shall be directed towards educational programs that deprive women and girls of fair athletic opportunities. No funding shall be directed towards male competitive participation in women's sports. See [full text](#).

13.9 EO 14204: Addressing Egregious Actions of the Republic of South Africa

No aid or assistance shall be provided to South Africa. See [full text](#).

13.10 EO 14218: Ending Taxpayer Subsidization of Open Borders

No funding shall be directed towards programs that allow illegal aliens to obtain taxpayer-funded benefits, provide public resources to meet the needs of illegal aliens, or provide incentives for illegal immigration by demonstrating the availability of public benefits. See [full text](#).

13.11 EO 14224: Designating English as the Official Language of the United States

English is the official language of the United States. All USDA Federal financial assistance announcements, applications, and Federal award information should be in the English language. See [full text](#).

13.12 EO 14292: Improving the Safety and Security of Biological Research

No funding shall be used for dangerous gain-of-function research conducted by foreign entities in countries of concern pursuant to [42 U.S.C. 6627\(c\)](#), or in other countries where there is not adequate oversight to ensure that the countries are compliance with United States oversight

standards and policies. No funding shall be used for other life-science research that is occurring in countries of concern or foreign countries where there is not adequate oversight to ensure that the countries are compliance with United States oversight standards and policies and that could reasonably pose a threat to public health, public safety, and economic or national security. See [full text](#).