

AGREEMENTS

EXTRAMURAL AGREEMENTS

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Extramural Agreements

Mid South Area Contact for Extramural Agreements:

Margaret Rushing
USDA, ARS, MSA
P. O. Box 225
141 Experiment Station Road
Jamie Whitten Delta States Building
Stoneville, MS 38776

662-686-5346
662-686-5373 (FAX)

mrushing@ars.usda.gov

Listed below are the types of Extramural Agreements with a brief definition of each:

Specific Cooperative Agreements (Funds Going Out): Agreements between ARS and another party that describe in detail a jointly planned, executed, and funded research project. Basically ARS contracts with another institution to do a job for us with respective institution cooperatively involved in completing the project. Requires AD-416/417 and ARS-550 entry in ARIS. AD-700 required to obligate funds.

Trust and Reimbursable Agreements: (Funds coming into ARS - an outside institution pays ARS to complete a project/job/grant.) Trust funds are monies received up front. Reimbursable agreements are billed in arrears by ARS for payment. Requires ARS 425 entry in ARIS if under \$25,000. If over \$25,000 requires AD-416/417/ and ARS-425 entry in ARIS.

Non-Funded Cooperative Agreement: Agreements between ARS and another party that describe in detail a jointly planned, executed project of mutual interest. All parties contribute resources and benefit independently in the outcome of the project. It is expected that ARS will commit resources, e.g., salaries, travel expenses, materials and supplies, etc., sufficient to support ARS' performance of the project. There is, however, no direct transfer of funding from ARS to the other party(ies). Requires AD-416/417 and ARS-550 entry in ARIS.

Standard Cooperative Agreement: Agreements that describe a cooperative relationship between ARS and another party that defines a mutually beneficial relationship relative to the use of land, labor, equipment, facilities, livestock, or other resources without there being an involvement of funds. The agreement provides that the owner may be made whole if the use damages the resources or other property of the owner. These agreements are used when conducting invasive research, e.g., spraying crops, etc., where a potential exists for damages to the owner's property or other

resources. This agreement is executed at the Location level by the LAO (if a written delegation of authority has been issued).

No-funds to ARS: ARS scientist is co-investigator with university scientist on proposal; funds go to the university. Requires ARS-425 entry in ARIS.

Services Only Agreement: ARS receives funds for rent, lease, administrative services, etc. no research involved. Requires ARS-425 entry in ARIS.

Cooperative Research and Development Agreements (CRADA's): Contact the following:

Don Nordlund, Technology Transfer Coordinator, Mid South and South Atlantic Areas
706-546-3496

dnordlund@saa.ars.usda.gov

or

Evelyn M. Rabin, Patent Adviser

301-504-4781

Evelyn.rabin@ars.usda.gov

**General Procedures for Agreements for ARIS and AIMS
(Agreements Information System)**

1. Enter appropriate ARIS documents for each respective agreement.
2. Check for ARIS approval, when ARIS documents are approved, it will have the agreement number on ARIS document.
3. Once the ARIS documents are in the active ARIS file (approved), enter the AIMS documents (Hot Link provided on this website for AIMS Manual). This includes the Statement of Work (SOW) and budget information.
4. Once the ADODR has reviewed the AIMS documents, the ARIS user releases to the next level (each level will review and release).
5. Once released, E-mail the next level and cc Margaret Rushing (mrushing@ars.usda.gov) that the AIMS document has been released. E-mail subject line should say: "AIMS Control # _____ at your level.
6. If funds are outgoing (SCA), a signed AD-700 should be sent to Margaret Rushing through your LAO.
7. If incoming funds and there is a proposal, the proposal should sent to Margaret Rushing (either by E-mail or regular mail).
8. Blue packages are no longer necessary; E-mail whatever pertinent information that is not in the AIMS database to Margaret Rushing.

AIMS User Guide Website: <http://www.afm.ars.usda.gov/agreements/AIMS.htm>

Procedures for Preparing Specific Cooperative Agreement (SCA)

1. Lead Scientist provides information to Unit secretary to use in preparing the AD-416/417 and ARS-550 in ARIS to submit through Research Leader, through Area Director, to National Program Staff for approval.
2. After approval in ARIS, Lead Scientist prepares Statement of Work (SOW) outlining research project and what both ARS and Cooperator will provide. The SOW is entered in AIMS.
3. At the same time the SOW is entered in AIMS, the Budget Form 454 is also prepared in AIMS after discussions with Cooperator.
4. Once AIMS documents are approved by RL, they are released to the next level.
5. AD-700 is entered into CATS, signed by Fundholder, and sent to Margaret Rushing through LAO to obligate funds.
6. E-mail pertinent information not captured in AIMS to Margaret Rushing.

AIMS User Guide Website: <http://www.afm.ars.usda.gov/agreements/AIMS.htm>.

Example of Specific Cooperative Agreement

OBJECTIVE:

Automatically propagated from AD-416

APPROACH:

Automatically propagated from AD-416

STATEMENT OF MUTUAL INTEREST:

Both parties are actively engaged in independent research projects which identify new approaches ... **(Relate to project title)**. The parties agree that meeting the objectives of this project will strengthen and enhance ongoing research within the scope of this agreement. **(Identify independent and mutual interest in the project)**.

THE COOPERATOR AGREES TO:

1. Work closely with ARS in planning and conducting the research outlined below.
2. Conduct at Cooperator facilities and elsewhere as appropriate, research directed toward ... activities include:
 - a.
 - b.
 - c.

(Outline specific duties and responsibilities necessary for successful completion of the project objective(s)).

ARS AGREES TO:

1. Work closely with the cooperator in planning and conducting the research outlined above.
2. Conduct research on the following aspects of the project:

- a.
- b.
- c.

(Outline specific duties and responsibilities necessary for successful completion of the project objectives).

MUTUAL AGREEMENTS:

Automatically propagated from AIMS information.

**A SAMPLE SOW IS ALSO INCLUDED AS APPENDIX A OF THE AIMS
USER GUIDE**

Procedures for Trust and Reimbursable Agreements

1. The initial step for trust and reimbursable agreements is for the Lead Scientist to prepare the ARS-425 Form in ARIS. This is to be submitted through Research Leader, then to Area Director for monies under \$25,000 for approval. If the amount is over \$25,000 it is submitted through Research Leader, through Area Director, to National Program Staff for approval. Also for projects over \$25,000 the AD 416/417 must be entered into ARIS after the ARS-425 has been approved by NPS.
2. After approval in ARIS, Lead Scientist prepares Statement of Work (SOW) in AIMS. (A separate SOW is not necessary if the Lead Scientist has submitted a statement of work as part of the proposal. If that is the case, the proposal statement of work must be provided to the Area Agreements Office.)
3. At the same time the SOW is entered in AIMS, the Budget Form 454 is also prepared in AIMS.
4. Once AIMS documents are approved by RL, they are released to the next level.
5. E-mail pertinent information that is not captured in AIMS to Margaret Rushing.

AIMS User Guide Website: <http://www.afm.ars.usda.gov/agreements/AIMS.htm>

Example of Trust and Reimbursable Agreements Over \$25,000

OBJECTIVE:

Automatically propagated from AD-416.

APPROACH:

Automatically propagated from AD-416.

STATEMENT OF MUTUAL INTEREST:

Both parties are actively engaged in independent projects which ... **(Relate to project title)**. The parties agree that meeting the objectives of this project will strengthen and enhance ongoing work within the scope of this agreement. **(Identify independent and mutual interest in the project)**.

THE SPONSOR AGREES TO:

1. Work closely with ARS in planning, conducting and evaluating the work outlined below.

(Use 2.a. if Agreement is a Trust Fund Cooperative Agreement)

(Use 2.b. if Agreement is a Reimbursable Cooperative Agreement)

2.a. Share in the cost of this work effort by contributing \$ _____ payable to ARS, upon execution of this Agreement for the development of work described herein. **(If all funds are not received by ARS up-front, describe billing schedule and amount of**

each collection. Ensure final collection is disbursed and received prior to expiration of agreement.)

2.b. Reimburse ARS, for work performed, in accordance with quarterly payment requests provided to the Sponsor by ARS.

(Use 3.a. if Agreement is a Trust Fund Cooperative Agreement)

(Use 3.b. if Agreement is a Reimbursable Cooperative Agreement)

3.a. Cite Cooperative Agreement No. _____, on all checks payable to the U. S. Department of Agriculture, Agricultural Research Service. Payment should be remitted to the Budget and Fiscal Office whose name and address can be found on Form ARS-451.

3.b. Cite Cooperative Agreement No. _____, on all checks payable to the U. S. Department of Agriculture, Agricultural Research Service. Payment should be remitted to the address indicated on the invoice submitted to the Cooperator for payment.

4. Conduct at Sponsor facilities and elsewhere as appropriate, work directed toward accomplishing the cooperative efforts of the agreement. Such activities include:

- a.
- b.
- c.

(Clause number 4 is applicable only if the Sponsor is going to perform and have specific duties and responsibilities necessary for successful completion of the project objective(s)).

ARS AGREES TO:

1. Work closely with the Sponsor in planning, conducting and evaluating the work outlined in this cooperative agreement.

2. Conduct work directed toward accomplishing the cooperative efforts of this agreement. Such activities include:

- a.
- b.
- c.

(Outline specific duties and responsibilities necessary for successful completion of the project objectives).

3. Assign personnel, equipment, supplies, transportation, and facilities as needed to this cooperative effort. Such equipment and facilities will remain the property of ARS subject to this disposition.

MUTUAL AGREEMENTS:

Automatically propagated from AIMS information.

A SAMPLE SOW IS ALSO INCLUDED AS APPENDIX A OF THE AIMS USER GUIDE

Procedures for Non-Funded Cooperative Agreement

1. Lead Scientist provides information to Unit secretary to use in entering the AD-416/417 and ARS-550 in ARIS to be submitted through Research Leader, through Area Director, to National Program Staff for approval.
2. After approval in ARIS, Lead Scientist prepares Statement of Work (SOW) outlining research project and what both ARS and Cooperator will provide. The SOW is entered in AIMS.
3. Once AIMS documents are approved by RL, they are released to the next level.
4. E-mail pertinent information not captured in AIMS to Margaret Rushing.

AIMS User Guide Website: <http://www.afm.ars.usda.gov/agreements/AIMS.htm>

Example of Non-Funded Cooperative Agreement

OBJECTIVE:

Automatically propagated from AD-416.

APPROACH:

Automatically propagated from AD-417.

STATEMENT OF MUTUAL INTEREST:

Both parties are actively engaged in independent projects with ... **(Relate to project title)**. The parties agree that meeting the objectives of this project will strengthen and enhance ongoing research within the scope of this agreement. **(Identify independent and mutual interest in the project)**.

THE COOPERATOR AGREES TO:

1. Work closely with ARS in planning and conducting the research outlined below.
2. Conduct at Cooperator facilities and elsewhere as appropriate, research directed toward selecting the most appropriate insects ... activities include:

- a.
- b.
- c.

(Outline specific duties and responsibilities necessary for successful completion of the project objective(s)).

ARS AGREES TO:

1. Work closely with the cooperator in planning and conducting the research outlined above.
2. Conduct research on the following aspects of the project.
 - a.
 - b.
 - c.

(Outline specific duties and responsibilities necessary for successful completion of the projected objective(s)).

MUTUAL AGREEMENTS:

Automatically propagated from AIMS information.

**A SAMPLE SOW IS ALSO INCLUDED IN APPENDIX A OF THE AIMS USER
GUIDE**

Procedures for Standard Cooperative Agreements

1. Scientist should prepare Statement of Work (SOW) along with Form ARS-451.
2. This is accomplished with the RL's approval.
3. LAO as the Authorized Departmental Officer (ADO) will approve the Standard Cooperative Agreement after requesting an Agreement Number from the Area Office. (The LAO must have a written delegated authority in order to sign the Standard Cooperative Agreement.)
4. The Standard Cooperative Agreement is not entered in the ARIS or AIMS systems.
5. Copies of the agreement should be sent to the Area Agreements Office for review and filing.

Example of Standard Cooperative Agreement

Agreement No. _____

The United States Department of Agriculture, Agricultural Research Service, hereinafter referred to as ARS, and Mr. Gibb Carter, hereinafter referred to as the Cooperator, recognize that the results of evaluating seed yield of experimental strains of soybean will benefit the soybean industry of Mississippi as well as people of the United States of America.

In consideration of such mutual benefit, the parties hereto agree as follows:

A. The Cooperator Agrees:

1. To provide field space in 2006 for the purpose of yield trial testing soybean experimental strains that is 150 feet wide and 550 feet deep.
2. To grant ARS representatives such rights to enter the property as may be required for the conduct of the work (i.e., planting, weed control, note taking, harvest of plots).
3. To apply pre-plant herbicide to test area if weather and time constraints allow.

B. ARS Agrees:

1. To be responsible for conducting all phases of the work.
2. To document all yield loss sustained by the cooperator due to removing harvested seed to the research station for weighing, and unplanted alley-ways.
3. To exercise reasonable precautions to avoid injury to property of the cooperator furnished under A.1. above.

4. To use ground rigs only in any post-emergence weed control. No aerial applications will be made.

C. It is Mutually Understood and Agreed:

1. In the event of injury or damage resulting in loss the Cooperator as a result of research experiments being conducted by ARS, ARS will compensate the Cooperator in an amount determined to be just and reasonable and, where practicable, based on prevailing market prices or other generally accepted measurements or guidelines. The amount of such compensation shall be for the total loss sustained as determined by the Authorized Departmental Officer, and in any case, shall not exceed \$1,000.00.

2. All rights, title and interests in an invention made under this Cooperative Agreement solely by an employee of ARS shall be owned by ARS. Any invention made jointly under this Cooperative Agreement by at least one employee of ARS and at least one employee of the Cooperator shall be jointly owned. Any invention made under this Cooperative Agreement solely by an individual employed by the Cooperator shall be owned by the Cooperator. However, ARS shall be entitled to use the results of the research conducted under this Cooperative Agreement in furtherance of U.S. Government research programs.

3. The responsibilities assumed by ARS are contingent upon funds being available from which the expenditures may be met.

4. This Cooperative Agreement may be terminated by either of the parties upon 90 calendar days notice in writing of one party to the other party.

5. The ADO has delegated ADODR responsibilities to the individual named on Page 1 of this Agreement subject to the limitations as provided for in the attached ADODR Designation and Instructions.

6. Copies of correspondence and documentation regarding this Agreement should cite Agreement No. _____. Copies of such correspondence and documentation between the Cooperator and the ADODR shall be sent by the originating party to the ADO.

No-Funds to ARS

An ARS-425 Form should be prepared in ARIS. This is for proposals submitted by universities with all of the funds to be received by the University and ARS personnel acting as co-investigators for the proposal.

Services Only Agreement

An ARS-425 Form should be prepared in ARIS. This is when ARS receives funds for rent, lease, administrative services, etc., no research involved. Use the same procedures as described in the Reimbursable Agreement Section.

CRADA's

Should contact Don Nordlund, Technology Transfer Coordinator, 706-546-3496, dnordlund@saa.ars.usda.gov or Evelyn Rabin, Patent Advisor, 301-504-4781, Evelyn.rabin@ars.usda.gov .