Accounting Code - INSERT
UEI – INSERT
Vendor I.D. (TIN) – INSERT

Agreement Number –INSERT [Org]-OTR-[FY]-XX
CFDA Number – 10.XXX
FAIN - INSERT

COOPERATIVE AGREEMENT
between the
OFFICE OF TRIBAL RELATIONS
UNITED STATES DEPARTMENT OF AGRICULTURE
WASHINGTON, D.C. 20250
(hereinafter called the Federal Agency)
and
Cooperator Name
Address
(hereinafter called the Cooperator)

1. Title of Agreement: DESCRIPTIVE TITLE, no more than 20 words

2. Objective: *Briefly describe project and goals*

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

4. Legal Authority: The parties are authorized to enter into this agreement pursuant to 7 U.S.C. § 2279(c) and 7 U.S.C. 2204b(b)(4). In accordance with all applicable laws, regulations, and policies, including the trust responsibilities of the Federal government, and in furtherance of the government-to-government relationship between the Federal government and Federally recognized tribal governments, USDA is authorized to establish technical assistance networks and other programs to ensure equitable knowledge of, and participation in, the full range of programs, services, and resources offered by the Department. OTR is further authorized to enter into cooperative agreements to improve the coordination and effectiveness of Federal programs, services, and actions affecting rural areas.

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

6. Period of Performance: Month Day, Year - Month Day, Year

7. Funding Amount: ENTER DOLLAR AMOUNT TO BE OBLIGATED

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

INSERT NAME, President or Chief Executive Officer _____ Date _____

This agreement is hereby approved for the Cooperator.

[Director Name], Director, Office of Tribal Relations _____ Date _____

This agreement is hereby approved for the Federal Agency.

STATEMENT OF WORK – COOPERATIVE AGREEMENT NO. XXXXXXX

This STATEMENT OF WORK is part of the Cooperative Agreement between the Office of Tribal Relations, United States Department of Agriculture and the COOPERATOR ORGANIZATION NAME effective START DATE having the title of TITLE.

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

A. For the Federal Agency - LIST OTR PROGRAM LEAD for the USDA Office of Tribal Relations will serve as the administrative leads and primary contacts for the agreement. All invoices, reports, and other required forms should be sent to the Program Leads with a copy to Tribal.Relations@usda.gov.

B. For the Cooperator – Cooperator Project Investigator/Project Manager, NAME, TITLE, INSTITUTION NAME, EMAIL, PHONE NUMBER.

II. Responsibilities

A. The Federal Agency will:

1. Attend and participate in all project team meetings and provide necessary supports to complete the project.
2. Collaborate with Cooperator(s) to meet all objectives and outcomes stated on the Scope of Work and within the timeline and deadline of project scope as stated in this agreement.
3. Connect public-available federal resources that are determined imperative to obtain project objectives and outcomes.
4. Communicate the charge, the timeline, the deliverables and the role of the Federal Agency via an initial conference call with the Cooperator and Project Team.
5. *If applicable: Participate in subsequent conference calls and meetings about the scope and framing of any public outputs. Communicate as needed with the Cooperator and Project Team to plan or follow-up on calls and meetings*.
6. Provide the Cooperator with a sum not to exceed TOTAL AWARD AMOUNT to cover allowable costs.

B. The Cooperator will:

1. Partner with USDA-OTR to DESCRIBE HIGH-LEVEL ELEMENTS FROM STATEMENT OF WORK.
2. Provide a subaward to project cooperative sub-leads – DELETE IF NOT APPLICABLE.
3. Participate in subsequent conference calls and meetings about the scope and framing of any public outputs including EXAMPLE: surveys, focus groups and summary outputs. Communicate as needed with USDA-OTR and Project Team to plan or follow-up on calls and meetings.

4. *Develop tools for research including: a survey tool administered to state and tribal project leads; Focus groups held with states/tribes, sub-awardees, and producers; Case studies with 3 states and 3 tribes, including additional focus groups and interviews.*

5. Maintain confidentiality, use the data provided only for the purposes of this project, and ensure that OTR reviews all proposed publications.

6. Collaborate with USDA-OTR to meet all objectives and outcomes stated on the Scope of Work and within the timeline and deadline of project scope as stated in this agreement.

7. Provide access to all materials developed through this agreement to USDA-OTR to review and provide feedback prior to public dissemination.

8. Develop technical assistance resources for states/producers/tribes with appropriate inputs from data-driven research and indigenous traditional ecological knowledge, as appropriate.

9. Share findings with the Federal Agency project leads for review and approval.

10. Present findings to relevant stakeholder groups and regional conferences if applicable.

11. Submit quarterly performance reports and financial report due no later than 30 days after the end of each quarter and a final performance report no later than 120 days after the end of the agreement to Tribal.Relations@usda.gov.

12. Keep up-to-date records on the project; submit quarterly/biannual progress reports to the Tribal.Relations@usda.gov

13. Submit requests for advances and reimbursement claims to the Federal Agency at least quarterly on Form SF-270, *Request for Advance or Reimbursement* via Tribal.Relations@usda.gov.

14. Immediately refund to the Federal Agency, at the end of the agreement, any balance of unobligated funds advanced.

15. Keep a separate account of expenditures and provide the Federal Agency a final *Federal Financial Report*, Form SF-425, submitted no later than 120 days after the end of the agreement.

16. Adhere to USDA's General Terms and Conditions for Federal Awards: https://www.usda.gov/sites/default/files/documents/usda-general-terms-conditions-2025.pdf.

C. It is mutually understood and agreed that:

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

2. All aspects of this agreement shall be executed according to all applicable parts of Title 2 of the Code of Federal Regulations (CFR), Parts 25, 170, 180, 182, 200, 400, 415, 417, 418, 421,

and 422; 7 CFR part1, Subpart A (FOIA); 7 CFR part 15b (section 504, Rehabilitation Act of 1973); and 7 CFR part 3 (Debt Management), or as they may be later revised. These regulations are hereby incorporated by reference and made a part of this agreement. The cooperator confirms that it understands and is bound by the above regulations.

3. As a condition of this award, the Cooperator agrees to comply with and require subrecipients to comply with the requirements contained in:

    a. Standard Form 424B, Assurances - Non-Construction Programs.

    b. Form AD-1047, Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions.

    c. Form AD-1048, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions. Note: The recipient is responsible for obtaining the signatures and retaining the certificates, if warranted, from lower tier recipients or contractors as defined in 2 CFR 200.

    d. Form AD-1049, Certification Regarding Drug-Free Workplace Requirements (Grants) Alternative I - For Grantees Other Than Individuals.

    e. Certification Regarding Lobbying. Note: The appropriate lobbying disclosure report form, SF-LLL, is available from the Federal Agency if applicable.

    Exception to the above: Certification Regarding Lobbying is not required from recipients of a Federal contract, grant, or cooperative agreement of $100,000 or less.

    f. 2 CFR Part 170, Reporting Subaward and Executive Compensation Information.

    g. 2 CFR Part 175, Award Term for Trafficking in Persons.

    h. National policy requirements contained in 2 CFR 1 – 200 and 400 et seq.

    i. Prohibition Against Using Funds under Grants and Cooperative Agreements with Entities that Require Certain Internal Confidentiality Agreements:
    (a) The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
    (b) The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.
    (c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
    (d) If the Government determines that the recipient is not in compliance with this award provision, it:
        (1) Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016 (P.L. 114-113) or any successor provision of law; and