

**USCO General Terms and Conditions**  
**Apply to all agreement types (cost reimbursable, joint venture, grant-cooperative agreement) unless otherwise specified**

1. Introduction

(a) The recipient and any sub-recipient must comply with the terms and conditions outlined below. These terms and conditions are in addition to assurances and certifications made as part of, or prerequisite to, the award along with any other terms, conditions, and restrictions reflected in the award. Recipients must review their award for additional requirements. Failure to comply with the terms and conditions applicable to the award may result in enforcement actions as outlined in 2 CFR 200.339 and 200.340.

(b) The regulations and general terms and conditions in effect when an award is issued remain applicable to that award unless specific action is taken to change them. When terms and conditions have been revised, the U.S. Codex Office (USCO) will update the terms and conditions applicable when it provides additional funding (incremental or supplemental); or when a major modification is made; or on mutual agreement following the request of the recipient. The recipient must comply with the revised terms and conditions for expenditures and activities that occur after the effective date of the revision. USCO will inform the recipient of revised terms and conditions in the action.

2. Incorporation of USDA Terms and Conditions

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

3. Administration of Activities Conducted Abroad

(a) The recipient and its employees, while in a foreign country, are expected to show respect for its conventions, customs, and institutions, to abide by its applicable laws and regulations, and not to interfere in its internal political affairs. The recipient's employees shall maintain private status and may not rely on local U.S. Government offices or facilities for support while under this Federal award. Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

(b) The recipient is encouraged to obtain the latest Department of State Travel Advisory Notices before traveling. These Notices are available to the general public and may be obtained directly from the U.S. Department of State. Recipients may notify the U.S. Embassy of their presence when they have entered the country.

(c) If security issues are affecting the recipient's ability to meet timelines and/or to substantially accomplish the goals and objectives of an award, the recipient must contact the agency to document the nature of the issue and expected impacts, and discuss whether the project should continue.

(d) In the event the conduct of any of the recipient's employees is not in accordance with the preceding paragraphs, the recipient shall consult with the employee involved and USCO, and shall recommend suitable corrective action.

(e) The parties recognize the rights of the U.S. Ambassador to direct the removal from a country any U.S. citizen or the discharge from this Federal award any third country national when, in the discretion of the Ambassador, the interests of the United States so require. If it is determined that such employee should be disaffiliated from project activities, the recipient shall use its best efforts to expediently cause the return of such employee to the United States, or point of origin, as appropriate.

(f) No U.S. citizen or legal resident shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this Federal award on the basis of race, color, national origin, age, handicap, or sex.

#### 4. Procurement of Goods and Services Outside the United States

(a) Ineligible Goods and Services. The recipient must not, under any circumstances, procure any of the following under this award:

- (1) Military equipment,
- (2) Surveillance equipment,
- (3) Commodities and services for support of police or other law enforcement activities,
- (4) Abortion equipment and services,
- (5) Luxury goods and gambling equipment, or
- (6) Weather modification equipment.

(b) Restricted Goods. The recipient must not procure any of the following goods and services without prior written approval:

- (1) Agricultural commodities,
- (2) Motor vehicles,
- (3) Pharmaceuticals,
- (4) Pesticides,
- (5) Used equipment,
- (6) U.S. Government-owned excess property, or
- (7) Fertilizer.

(c) Restricted Goods Exception. Prior approval will be deemed to have been given when:

- (1) The item is of U.S. source or origin;
- (2) The item has been identified and incorporated in the program description or schedule of the award (initial or revised), or a modification to the award; and
- (3) The costs related to the item are incorporated in the approved budget of the award.

(d) If the recipient has procured any goods or services under this award contrary to the requirements of this provision, the recipient may be required to refund the entire amount of the purchase.

5. Disputes

If disputes, disagreements or misunderstanding arise regarding issues under this award, the recipient and USCO shall attempt to resolve the issues by discussion and mutual agreement as soon as practicable. If the parties are unable to mutually resolve the dispute, the recipient may petition, in writing, the Deputy Manager, U.S. Codex Office. The recipient's submission must specify the nature and basis of the claim and the relief requested and include all data and supporting evidence, including precedents and agency correspondence, to support such claim. Decisions of the Deputy Manager shall be final unless, within 30 days of receipt of the decision, the recipient appeals the decision to the Manager, U.S. Codex Office. Any appeal made shall be in writing and addressed to the Manager, U.S. Codex Office. The recipient has no right to a hearing at any point in the dispute process.

6. Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the terms and condition of your award. All recipients must comply with any requirements set forth in the program NOFO.

7. Notices

Any notice given by USCO or the recipient will be sufficient only if in writing and transmitted electronically by e-mail, as follows:

To USCO: USCO Program Point of Contact, at the email address specified in this Federal award.

To the recipient: The recipient's principal contact's email address specified in this Federal award. Notices will be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

8. Acknowledgement of USCO Support for Information Dissemination Products; Press Releases; and Intangible Property

(a) In addition to the provisions described at 2 CFR 415.2 and in the USDA General Terms and Conditions, clause 1.14:

(1) Unless explicitly waived by USCO in writing in advance, recipients must acknowledge USCO support, whether cash or in-kind, in any information dissemination product that uses Federal award support and, if feasible, on any product reporting the results of, or describing, a Federal-award-supported activity as follows: "This material is based upon work supported by the U.S. Department of Agriculture, U.S. Codex Office, under Federal award No. (Recipients should enter the applicable Federal Award Identification Number here)."

(2) All such material must also contain the following disclaimer unless the product is formally cleared by USCO: "Any opinions, findings, conclusions, or recommendations expressed in this product are those of the author(s) and do not necessarily reflect the view of the U.S. Department of Agriculture."

(3) Any public or technical information related to work carried out under a Federal award shall be submitted by the developing party to the other for advice and comment.

Information released to the public shall describe the contributions of both/all parties to the work effort. In the event of a dispute, a separate publication may be made with effective statements of acknowledgment and disclaimer.

(4) The recipient, or its designees, is not authorized to develop and publish products that could be sold and distributed for profit.

(b) *Press Releases.* Press releases or other forms of public notification will be submitted to USCO for review prior to release to the public. USCO will be given the opportunity to review, in advance, all written press releases and any other written information to be released to the public by the recipient, and require changes as deemed necessary, if the material mentions by name USCO or the USDA, or any USDA employee or research unit or location.

(c) *Miscellaneous.*

(1) **Publication Requirement.** The recipient must provide the Grants Management Officer and Project Manager with one copy of all published works developed under the Federal award and with lists of other written work produced under the award.

(2) **Nondiscrimination Statement.** The recipient must include the following statement, in full, in any information dissemination product for public distribution developed or printed with any Federal funding: “In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA.” (Not all prohibited bases apply to all programs.) If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text: "This institution is an equal opportunity provider." To file a complaint of discrimination, complete the USDA Program Discrimination Complaint Form, AD- 3027, found online at <https://www.usda.gov/oascr/how-to-file-a-program-discrimination-complaint> and at any USDA office or write a letter addressed to USDA and provide in the letter all the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail to: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue SW, Washington, DC 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

## 9. USDA Guidelines for Quality of Information

This Federal Award is subject to the “Guidelines for Ensuring and Maximizing the Quality, Objectivity, Utility, and Integrity of Information Disseminated by Federal Agencies; Republication” and the “USDA Guidelines for Quality of Information” which are found at <https://www.usda.gov/about-usda/general-information/staff-offices/office-chief-information-officer/guidelines-and-compliance-resources/information-quality-activities>

10. Application of Indirect Costs and Tuition Reimbursement

*Applicability of 2 CFR Revisions to Indirect Costs of Existing Awards*

Where permitted, the 15% de minimis rate may only be applied to costs incurred after the effective date of an amendment (supplemental or incremental). Recipients may not retroactively apply the de minimis rate to costs incurred prior to the effective date of the amendment.

*Applicable to Cooperative Agreements funded with USDA appropriations awarded to non-profit institutions including Institutions of Higher Education*

As described in [Departmental Regulation 2255-001](#), recipients may charge the lesser of their: (1) Current Negotiated Indirect Cost Rate Agreement or de minimis rate of 15% of modified total direct costs; OR (2) 10% of the total direct costs.

*Applicable to Joint Venture Agreements*

In accordance with 7 U.S.C. 3319, indirect costs and tuition remission are not reimbursable to a State Cooperative Institution, as defined in 7 U.S.C. 3103 (18). Indirect costs, however, may be used by a State Cooperative Institution to satisfy matching or cost-sharing requirements. Funds for international agricultural programs conducted by a State Cooperative Institution and administered by the Secretary are capped at 10 percent.

*Applicable to Cost Reimbursable Agreements*

In accordance with 7 U.S.C. 3319a, the recipient shall not be reimbursed for indirect costs exceeding 10 percent of the total direct costs.

11. American with Disabilities Act of 1990

All recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. §§ 12101–12213).

12. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a, all recipients must ensure that all conferences, meetings, conventions, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225. Recipients may search the Hotel-Motel National Master List at <https://apps.usfa.fema.gov/hotel/> to see if a property is in compliance, or to find other information about the Act.

13. Rehabilitation Act of 1973

All recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no other qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

14. Questionnaires and Survey Plans

The recipient is required to submit to USCO copies of questionnaires and other forms for clearance in accordance with the Paperwork Reduction Act of 1980 and 5 CFR part 1320.

15. Building and Computer Access by Non-U.S. Codex Office Personnel

The recipient may be granted access to U.S. Codex Office facilities and/or computer systems to accomplish work described in the Operating Plan or Statement of Work. All non-government employees with unescorted access to U.S. Codex Office facilities and computer systems must have background checks following the procedures established by USDA Directives 3505 and Departmental Manual 4620-02. Those granted computer access must fulfill all U.S. Codex Office requirements for mandatory security awareness and role-based advanced security training and sign all applicable U.S. Codex Office statements of responsibilities. Applies when the recipient or their subrecipients/subcontractors will have unescorted access to USDA/USCO facilities or computer systems. Prior to granting access to the computer system or facility, contact the USCO Program Manager or USCO Information Security & Risk Management Team.

16. Recombinant DNA Research

The recipient assures that it will assume primary responsibility for implementing proper conduct on recombinant DNA research and it will comply with the [National Institute of Health Guidelines for Recombinant DNA Research](#), as revised.

If the recipient wishes to send or receive registered recombinant DNA material which is subject to quarantine laws, permits to transfer this material into the U.S. or across state lines may be obtained by contacting USDA/APHIS/PPQ, Scientific Services— Biotechnology Permits, 4700 River Road, Unit 133, Riverdale, Maryland 20737. In the event that the recipient has not established the necessary biosafety committee, a request for guidance or assistance may be made to the USDA Recombinant DNA Research Officer.

17. Procurement of Synthetic Nucleic Acids and Benchtop Nucleic Acid Synthesis Equipment

The Recipient may procure synthetic nucleic acids and benchtop nucleic acid synthesis equipment, as defined in the [2024 Office of Science and Technology Policy \(OSTP\) Framework for Nucleic Acid Synthesis Screening \(Framework\)](#), only from providers or manufacturers that attest to adhering to the Framework. The attestation may be posted on a public website or provided directly to the Recipient upon request. The Recipient shall include this requirement in all lower tier agreements (e.g. subrecipients or subcontractors).