



# PROGRAM SPECIFIC TERMS AND CONDITIONS

## USDA REGIONAL FOOD BUSINESS CENTERS PROGRAM

Updated June 2024 (updates are highlighted)

In addition to the [AMS General Terms and Conditions](#), the following terms and conditions apply to Regional Food Business Centers awards, due to the specific requirements of this program. In the event of an inconsistency between the AMS General Terms and Conditions and the Regional Food Business Centers program specific terms and conditions, this document will take precedence.

### 1.0 SUBSTANTIAL INVOLVEMENT

A cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency and a recipient or a pass-through entity and a subrecipient. (See [2 CFR § 200.1](#).) A cooperative agreement is distinguished from a grant in that it provides for substantial involvement of the Federal awarding agency in carrying out the activity contemplated by the Federal award.

AMS will be substantially involved throughout the period of performance of the award. Substantial involvement may include, but is not limited to, the following:

- Specification of the manner, method, performance, or timing of the work in an approved work plan;
- Ensuring work plans maintain consistency across the Regional Food Centers while also being responsive to the needs of the region;
- Review and approval of one stage of work before a subsequent stage may begin during the period of performance;
- Participation in the selection and approval of new partners;
- Participation in potential geographic expansion or adjustment and approval of geographic reach;
- Review and approval of an evaluation plan;
- Participation in the selection and approval of individuals or organizations that will conduct all required evaluations;
- Participation in the selection and approval of individuals or organizations that are considered for funding in subagreements, contracts, or subawards;
- Participation in data collection and analysis for required evaluations and other performance reports;
- Provision of specific direction or redirection of work during the period of performance; and
- Establishing guidelines to ensure funds are distributed equitably and driven by the region's priorities and needs.

## 2.0 ALLOWABLE AND UNALLOWABLE COSTS AND ACTIVITIES

### 2.1 DEVIATIONS FROM THE GENERAL TERMS AND CONDITIONS

Outlined below are where this program deviates from AMS General Terms and Conditions:

- 1) **Special purpose equipment purchases are allowable** when provided in the approved budget or with prior written approval for acquisition costs and rental costs of special purpose equipment provided the following criteria are met:
  1. Necessary for the research, scientific, or other technical activities of the cooperative agreement;
  2. Not otherwise reasonably available and accessible;
  3. The type of equipment is normally charged as a direct cost by the organization;
  4. Acquired in accordance with organizational practices;
  5. Must be used solely to meet the legislative purpose of the program and objectives of the agreement;
  6. Equipment is subject to the full range of acquisition, use, management, and disposition requirements under 2 CFR § 200.313 as applicable.
- 2) Costs associated with advisory councils and committees are **allowable**.
- 3) For Business Builder subawards, minor improvements, rearrangements, or alterations of an existing building or facility to accommodate new or upgraded special purpose equipment are **allowable**. Building related materials and labor are **allowable** if they are needed for the special purpose equipment.
  - o If the minor renovations involve any of the below, the project is **unallowable** as it will require a National Environmental Policy Act (NEPA) review.
    - Ground disturbing activities;
    - Vegetation or habitat removal;
    - Alter a structure greater than 50-years of age or the general aesthetic of the property;
    - An adjacent river, stream, or water body;
    - Permanent increase in noise, odor, or traffic as a result of the project;
    - Increase emissions of carbon dioxide, methane, and/or nitrous oxide (increased use of internal combustion engines, manure management, etc.)
- 4) Software is not categorized as equipment and should be included in the Other category of the budget. Software is allowable in some circumstances and requires prior approval if over \$5,000.
- 5) As noted, in Section 4.6.2 of the RFA, production-related expenses such as farming guidance and production inputs (seeds, fertilizer, or ingredients for a value-added product) are **unallowable**.

### 2.2 INDIRECT COSTS

*Indirect costs* (also known as “facilities and administrative costs”—defined at [2 CFR § 200.1](#)) are those costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved.

As stated in [2 CFR § 200.413](#) and [414](#) any non-Federal entity that does not have a current negotiated (including provisional) indirect cost rate, except State and Local Government and Indian Tribe Indirect Cost Proposals, may

elect to charge a de minimis rate of 10 percent of modified total direct costs (MTDC) that may be used indefinitely. No documentation is required to justify the 10% de minimis indirect cost rate. As described in [2 CFR § 200.403](#), costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. If chosen, this methodology once elected must be used consistently for all Federal awards until such time as a recipient chooses to negotiate for a rate, which the recipient may apply to do at any time.

All applicants who elect to charge a de minimis rate of 10 percent must use the MTDC as the base. MTDC are defined in [2 CFR § 200.1](#) as all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDCs exclude equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward in excess of \$25,000. Other items may be excluded only when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

If an applicant has a negotiated indirect cost rate approved by its cognizant agency, the applicant must submit a copy of its approved NICRA with its application. Entities that would like to negotiate an indirect cost rate must contact their cognizant agency. For assignments of cognizant agencies, see [2 CFR § 200.1](#).

### 3.0 REPORTING AND COMMUNICATION

Recipients are expected to provide semi-annual performance reports (every 6 months) throughout the period of performance. As described in the General Terms and Conditions, performance reports must be formatted and submitted using the approved templates or guidance, and be machine-readable.

- The semi-annual performance reports and SF-425 Federal Financial Reports are due semi-annually (every six months), no later than 30 calendar days after each performance reporting period end date.
- The final reports, including performance and financial, are due 120 days after the end of the agreement.

Recipients are required to submit an SF-425 Federal Financial Report with each performance report to account for their financial expenditures during that reporting period. The required Report Templates, and the SF-425 Federal Financial Report, along with instructions and a sample financial report, can be found at [www.ams.usda.gov/regionalfoodcenters](http://www.ams.usda.gov/regionalfoodcenters).

The content of the performance reports will include success stories, videos, pictures, and other materials that highlight the outcomes and accomplishments of their cooperative agreement. If these materials become available before reports are due, AMS encourages the Regional Food Centers to send them to **their assigned Outreach Coordinator**.

### 3.1 COMMUNICATIONS

The Regional Food Centers are expected to communicate extensively with USDA and with the other Regional Food Centers. At minimum, USDA will host monthly calls with each cooperator individually and as a cohort. Communication with USDA and the other Regional Food Centers may be more frequent during the first year of the agreement.

#### 4.0 ACKNOWLEDGEMENT OF SUPPORT

As described in [2 CFR § 415.2](#), recipients must acknowledge USDA-AMS support through oral or written presentations, and USDA must be listed and named as the funder on all external communications. Materials bearing the USDA logo must be reviewed by AMS.

For materials where the USDA logo is not appropriate, the recipient must include an acknowledgment of support, as follows:

*Funding for the USDA Regional Food Business Center was made possible by the U.S. Department of Agriculture's (USDA) Agricultural Marketing Service. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the USDA.*

The USDA logo may not be used to imply endorsement of a commercial product or service. The use of the USDA symbol or logo must be approved by AMS.

## 5.0 CHANGES REQUIRING WRITTEN APPROVAL

The process for making changes to agreements is outlined in the AMS General Terms and Conditions. The only deviation from this process is that given the substantial involvement required in cooperative agreements, Regional Food Business Centers should discuss all potential changes with USDA prior to written submission.