

**ARS CSREES ERS NASS**

*Bulletin*

**Title: Research Support Agreements**

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This Bulletin outlines revised policy and procedures for developing, negotiating, awarding, and administering Research Support Agreements/Cost Reimbursable Agreements.

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## **1. Background**

In July of 2006, the Extramural Agreements Division (EAD) established a national workgroup to study the process and procedures taken by Agency personnel, when awarding the Research Support Agreement (RSA).

The workgroup determined that the RSA award process would be significantly streamlined by consolidating the RSA and Task Order (TO) requirements into a single instrument. The “new” RSA eliminates the need to establish a five-year umbrella agreement and use of the Optional Forms 347 and 348 (Order for Supplies or Services and continuation sheet).

## **2. Purpose**

The purpose of this Bulletin is to outline the responsibilities, policies, and procedures for establishing RSAs with State Cooperative Institutions and other colleges or universities for the acquisition of goods and services without regard to competition and other Federal acquisition regulations.

## **3. Definitions**

- a. **Agreements Information Management System (AIMS)** means the Agency’s automated agreements management database.
- b. **Agency** means the REE Agency entering into the RSA with the Cooperator; Agricultural Research Service (ARS).
- c. **Authorized Departmental Officer (ADO)** means the REE Agency’s official delegated authority to negotiate, award, administer, suspend, and terminate RSAs.
- d. **Authorized Departmental Officers Designated Representative (ADODR)** means the REE Agency’s technical representative, acting within the scope of delegated authority, who is responsible for participating with the Cooperator in the accomplishment of the RSA’s objectives and monitoring and evaluating the Cooperator's performance.
- e. **Cooperator** means any State Cooperative Institution, college or university responsible for supplying goods and/or services to the Agency under the RSA.
- f. **Department of Health and Human Services/Payment Management System (HHS/PMS)** means a centralized electronic agreements payment management system.

- g. **Electronic Funds Transfer/ Vender Express Program (EFT/VEXP)** means a method of electronic payment through a bank wire transfer of funds to the Cooperator's bank account. The Cooperator must first submit an invoice to the Agency for approval.
- h. **Extramural Agreements Specialist (EAS)** means the Area Office's ADO.
- i. **Foundation Financial Information System (FFIS)** means the Agency's accounting system.
- j. **Indirect Cost (IC)** means costs that are incurred for common or joint objectives and, therefore, cannot be identified readily and specifically with a particular sponsored project, an instructional or institutional activity.
- k. **Indirect Cost Rate (ICR)** means the ratio (expressed as a percent) of the indirect costs to a direct cost base.
- l. **Management Report (MR)** means an itemized report of expenditures submitted by the Cooperator to the ADO and the ADODR. The ADO and ADODR verify receipt of goods and/or services for the Agency.
- m. **Research Support Agreement (RSA)** means a cost reimbursable agreement with a State Cooperative Institution, college or university for the acquisition of goods and/or services without regard to competition and other acquisition regulations. The terms RSA and Cost Reimbursable Cooperative Agreement (CRCA) are interchangeable.

## **4. Forms**

The following forms are available on EAD's website at <http://www.afm.ars.usda.gov/forms/agreements.htm>.

- REE - 451, Signature Page and Statement of Work  
**Note: These documents are available in the excel format until the AIMS database can produce the signature page and statement of work for the RSA.**
- REE - 452R, General Provisions for the Research Support Agreement
- ARS -157, RSA Management Report Template

## **5. Authority**

The RSA is awarded under the authority of 7 U.S.C. 3319a.

<http://www.washingtonwatchdog.org/documents/usc/ttl7/ch64/subchX/sec3319a.html>

## **6. Eligibility**

The Cooperator must be recognized as a State Cooperative Institution, college, or university. (7 U.S.C. 3319a).

## **7. Policy**

### **A. General**

- ARS may acquire goods and/or services, including limited personal services, from the Cooperator to carryout research of mutual interest.
- The ADODR shall obtain approval through the Annual Resources Management Plan System (ARMPS) to use the RSA.
- The RSA, including amendments, shall be entered into AIMS.

**Note: AIMS is currently being modified to accommodate data entry and system generation of the RSA award package. EAD will notify Area and Location personnel when the modifications are completed by the Office of the Chief Information Officer (OICO).**

**The ADO is responsible for ensuring that all RSAs produced manually and awarded (including any amendments) during this interim period are entered into AIMS for tracking purposes. Data entry requirements also apply to any RSA that expires during this period.**

- ARS employees may provide work assignments, technical instruction, or scientific direction to Cooperator employees. However, employee relations, benefits, and other administrative issues must remain the sole responsibility of the Cooperator.
- ARS employees **shall not** intervene in personnel matters between the Cooperator and its employee including, but not limited to issues regarding:
  - Leave (sick/annual)
  - Vacation benefits
  - Holiday pay
  - Inclement weather dismissals

- Salary increases
- When an Area Office has Federal employees stationed at worksites outside their Area, the RSA may be used to support research of mutual interest at that worksite. The RSA shall be negotiated and signed by the ADO to which the worksite is “officially” assigned.
- Personal services authority provided under the RSA **shall not** be used to:
  - Give a particular person a temporary or intermittent appointment in anticipation of a Federal appointment.
  - To avoid competitive Federal employment procedures.
- The RSA shall not be used to avoid or subvert established Federal procurement and property procedures.
- The ADO will determine the method of payment for the RSA.
- The ADO will determine the frequency of any reporting requirements.
- The ADO must have a Level 1 (or higher) delegation of authority to commit Agency resources on the RSA. (See P&P 700.0, Delegation of Authority for Authorized Departmental Officers)
- The ADODR must have a written delegation of authority from the ADO to act as the technical representative on the RSA. (Exhibit 1)
- The Area Office shall determine who is responsible for negotiating the ICR payable on the RSA and notifying their Locations by policy memorandum or email.  
**NOTE: There is no limit in the number of years the ICR agreement can cover.**
- Full-time temporary requirements for personal services shall be limited to 4 years in duration. General support costs (see section B, Authorized Uses) are **exempt** from the 4-year requirement limitation.
- Reimbursement of tuition costs may be negotiated and as such, shall be considered an allowable cost under the RSA. (7 U.S.C. 3319a)
- The Cooperator’s negotiated ICR, not to exceed 10 percent of total direct cost, is allowable under the RSA. (7 U.S.C. 3319a)
- Pursuant to the provisions of 7 U.S.C. 2209c, the RSA may be awarded in one fiscal year with performance ending in another fiscal year provided that all of the following conditions are met:

- The requested services must be severable.
- The requirements are to meet a bona-fide need established in the current fiscal year.
- Performance commences in the current fiscal year.
- The requirements do not exceed **12 months** in duration.
- The REE Ethics Office will ensure that all conflict of interest and impartiality concerns are addressed upon review of ADODRs financial disclosure report and conflict of interest certification, Form REE-102.

## **B. Authorized Uses**

REE Agencies are authorized to use the RSA to acquire goods and/or services, including personal services, from colleges and universities to support research projects of mutual interest. The following list includes examples of types of services that may be acquired using the RSA:

- **Personal services:**
  - Laboratory technicians and aides.
  - Wage-grade support help.
  - Support professionals who do not perform original research.
  - Graduate and undergraduate students paid an hourly wage. Fringe benefits may also be included for reimbursement.
  - Short-term SYs (limited to 90 days or less in duration).
  - Data entry and clerk-typists required for specific research projects. Cooperator employees cannot be used to perform general office functions or duties.
  - Seasonal and intermittent workers.
  - Full-Time temporary requirements (limited to 4 years in duration).
- **General support costs:**
  - Facility maintenance services, including janitorial and landscaping.
  - Security services.
  - Telephone services.
  - Utility usage (this does not include entering into utility contracts under Federal Acquisition Regulation (FAR) Part 41, Acquisition of Utility Services).
  - Computer time/statistical reporting/user fees.
  - Reimbursement of manuscript processing (page charges).
  - Reimbursement of work related training and travel (including foreign travel) for Cooperator's employees. The RSA does not authorize the Cooperator to pay travel cost for Federal employees.
  - Reimbursement for work-related seminars and colloquium expenses.
  - Reimbursement of liability insurance purchases to cover employees working under a RSA.
  - Internet access (a waiver must be obtained from the Department authorizing the Location to access the internet through the Cooperator's server).

## **C. Unauthorized Uses**

Use of the RSA to acquire the following positions and services is **prohibited**:

- SY categories 1- Research Scientist, 2 – Nonpermanent Research/Service Scientist, and 4 - Service Scientist, lasting longer than 90 days in a fiscal year.
- Postdoctoral scientists or research associates in direct support of Agency scientists.
- Direct clerical, secretarial, or receptionist support for Agency personnel.
- Administrative officers/technicians in direct support of Agency personnel.
- Purchasing, fiscal, and property personnel in support of Federal operations.
- Visiting and/or foreign SYs.
- Acquisition, use, or disposing of real property.
- Construction modifications, alterations, or capital improvements of either Federal or Cooperator facilities.
- Architectural and engineering services.
- Equipment purchases.
- Printing and binding.
- Real property services (appraisals, boundary surveys, master plans, etc.).

## **8. Responsibilities**

- Area Director (AD)
  - Approves plans for obtaining goods and/or services through the RSA by signing the ARMPS Extramural Plan (formerly the ARS-550)  
**Note: By approving the Extramural Plan, the AD certifies that the intended use of the RSA is in accordance with the Policy section of this Bulletin and that he or she approves the use of the RSA. The AD, at his/her discretion, may require additional justification from the Research Leader prior to approving the use of the RSA after the completion of the ARMPS cycle.**
- Area EAS/ADO
  - Provides advice and guidance to Location personnel, on RSA policy and procedures.
  - Assigns an agreement number to the RSA (including those awarded at the Location level).
  - Conducts ICR negotiations with the Cooperator, as determined by Area policy.  
**Note: The ICR agreement between the parties may cover an indefinite number of years.**
- ADO
  - Must be fully cognizant of RSA policy and procedures.
  - Conducts ICR negotiations with the Cooperator, as determined by the Area policy.
  - Enters into, administers, closes out and/or terminates the RSA.



- Issues a written delegation of authority, assigning technical oversight responsibilities to the ADODR.(Exhibit 1)
- Ensures RSA data entry into AIMS.
- Provides a copy of obligating documents and invoices to ARS Operations Section or their Budget and Fiscal Office (ABFO) for certification and processing.
- The ADO must perform the following:

**Pre-award**

- a. Verify the eligibility of the proposed Cooperator.
- b. Verify the presence of mutuality of interest between ARS and the Cooperator.
- c. Verify the ICR.
- d. Obtain the Cooperator’s banking information and FFIS vendor code.
- e. “Officially” appoint the ADODR to assist in the administration of the RSA.
- f. Obtain and evaluate the Cooperator’s pricing information to ensure costs are allowable, allocable, and reasonable.
- g. Verify the requested goods and/or services to ensure proper use of the RSA in accordance with the “Authorized Use” section of this P&P. (See OMB Circular A-21, Cost Principles for Educational Institutions).
- h. Review all data fields for accuracy and completeness of the RSA information in AIMS.
- i. Approve and submit the RSA to the Cooperator for signature.

**Post-Award**

- a. Maintain the “official” RSA file.
  - b. Monitor Cooperator performance and ensure that financial and performance reporting requirements are met as prescribed in the terms and conditions of the agreement.
  - c. Adjust the RSA obligation, as needed, based on expenditures and changing program needs.
  - d. Ensure the ADODR reviews and approves MRs.
- Note: The ADODR must sign the MR.**
- e. Initiate closeout of the RSA.

**For EFT/VEXP method of payment:**

- a. Verify the invoice, based upon documentation (i.e., packing slips, payroll detail listing, delivery tickets, memoranda, etc.), and approve them for payment.
- b. Submit copies of the approved invoices or other approved documentation to ARS Operations Section or ABFO for certification and processing.

**For DHHS/PMS method of payment:**

- a. Verify the MR based upon documentation (i.e., packing slips, payroll detail listing, delivery tickets, memoranda, etc.) and approve the report.
- b. Provide a copy of the MR to ARS Operations Section or ABFO, for comparison against disbursement activity in the Health and Human Services Payment Management System.

- ADODR

- Must be fully cognizant of RSA policy and procedures.
- Establishes the intent to use the RSA, during the ARMPS cycle, by completing the ARMPS Extramural Plan (formerly the ARS-550).
- Consults with the ADO for guidance on what can and cannot be accomplished using a RSA.
- Identifies the RSA requirements.
- Ensures data entry of AIMS requirements for the RSA and approves the agreement for submission to the ADO level for processing.
- Receives and verifies the quantity, quality, timeliness, and other pertinent aspects of the goods and/or services received by reviewing the MR and/or invoices against the RSA requirements to ensure that expenditures are proper.
- The ADODR must perform the following:

**Pre-award**

- a. Forward an approved Extramural Plan to the ADO.
- b. Consolidate the unit's requirements.
- c. Request an agreement number from the Area EAS.
- d. Ensure RSA data entry into AIMS.

**Note: Sufficient detail must be provided to permit the line item ordering of services, supplies, and materials from the Cooperator for an estimated price.**

- e. Approve the RSA in the AIMS database (approval submits the RSA to the ADO level for review).

**Post-award**

- a. Manage and reallocate funds.
- b. Monitor the receipt of goods and/or services through certification of MRs.

**Note: The MR must be signed by the ADODR.**

- c. Assist the ADO with closeout requirements.

## **9. Amendments**

Changes to the RSA require the execution of an amendment. Amendments are subject to the same procedures as the initial agreement.

## **10. Closeout**

The ADO is required to promptly close all expired or terminated RSAs, and while doing so, verify that the Cooperator has satisfied all requirements to provide goods and/or services to the Agency.

The ADO, working with the ADODR initiates the closeout process outlined below:

- Within 90 days of the RSA's expiration, the ADO notifies the ADODR in writing to review and assess the RSA's requirements and projected needs through the expiration date of the agreement.

- Based on the ADODR’s review and prior to the expiration of the RSA, the ADO amends the agreement to increase funding for additional needs or deobligates any projected balances that will not be used.
- If a deobligation is required the ADO shall:
  - Verify in collaboration with the appropriate Area Office personnel, the amount to be deobligated in DHHS/PMS or FFIS.
  - Compare balances to the Management Report.
  - Amend the RSA to deobligate the remaining balance of funds.
- Send the official agreement file to the Records Management Center for retention purposes.

## **11. Agreement Numbering Scheme**

- The Area EAS assigns the agreement number for the RSA.
- The numbering scheme for the RSA: **58-1234-1-123**

<b>58 (2 digits)</b>	<b>1234 (4 digits)</b>	<b>1 (1 digit)</b>	<b>123 (3 digits)</b>
Agreement Code for the RSA	4 <sup>th</sup> Level mode code identifies the ARS Office/Location responsible for the project	X = Fiscal Year indicator	Sequential Agreement Number assigned by the issuing office

\s\  
 SHERRI L. CARROLL  
 Acting Director  
 Extramural Agreements Division

Exhibit 1 ADODR Appointment Letter

Exhibit 1

SUBJECT: Appointment of Authorized Departmental Officer's Designated Representative  
(ADODR)

TO: (Name of ADODR)

FROM: (Name of ADO)  
Authorized Departmental Officer

In accordance with REE Policy, you are hereby appointed as the ADODR for Research Support Agreement/Cost Reimbursable Agreement Number (enter agreement number).

cc:  
File  
Ethics Office