



ACTION BY: Divisions and Offices - Washington Metropolitan Area

Cooperative Documents

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DISTRIBUTION: A, M, O, S (Wash. Metro. Area)	MANUAL MAINTENANCE INSTRUCTIONS: Revised to update in general and to change assignment of numbers for coop- erative agreements effective 7-1-71. Remove C&MS Instr. 201-1 (8-31-70). File this revision.	Page i May 12, 1971
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C&MS INSTRUCTION 201-1
Rev. 1

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EXHIBITS

- A Format for cooperative agreement.
- B Sample of amendment to cooperative agreement.
- C Format for memorandum of understanding.
- D Form C&MS-180, Request for Clearance of Cooperative Document.
- E Sample of renewal of cooperative agreement.



ACTION BY: Divisions and Offices - Washington Metropolitan Area

Cooperative Documents

I . PURPOSE

This Instruction:

A States the policy of the Consumer and Marketing Service (C&MS) in regard to negotiating cooperative documents.

B Delegates authority to sign such documents.

C Outlines the administrative procedures for preparing and processing cooperative documents in C&MS under the rules and regulations of the Department of Agriculture. (Procedures for preparing and processing agreements for work performed between Federal agencies on a reimbursable or advance of funds basis are stated in C&MS Instruction 203-1, Agreement Between Federal Agencies under the Economy Act of 1932.)

II DEFINITION

A cooperative document is a written plan outlining the provisions of a cooperative endeavor. The cooperation may be between two or more parties who are mutually interested in the aims and benefits of a project, even though there may be a difference in the scope of that interest.

III POLICY

Pursuant to legal authorities available to C&MS and in view of the inter-relationships between the responsibilities and objectives of the Department, other public and private agencies, and others in the field of agriculture, it is the policy of C&MS to:

A Continue and strengthen cooperation with public and private agencies, and others, in the furtherance of C&MS programs of mutual benefit and interest; and

B Develop appropriate cooperative documents covering the understandings arrived at for such cooperation.

DISTRIBUTION:

A, M, O, S

(Wash. Metro.
Area)

MANUAL MAINTENANCE INSTRUCTIONS:

Rev. to update in general and to change assignment of numbers for cooperative agreements effective 7-1-71. Remove C&MS Instr. 201-1 (8-31-70). File this revision.

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IV DOCUMENTATION OF COOPERATION

A Types of Cooperative Documents. A cooperative document, as used in C&MS, may be either of the types described below. Changes in cooperative documents may be made by revision or amendment.

1 Cooperative Agreement. A cooperative agreement provides for:

a A joint undertaking where two or more parties actually take part in a project and are mutually interested in the aims and benefits, even though there may be a difference in the scope of their interest.

b The collection of fees, or specific payment of funds by one cooperator to another, or both.

c Either of the cooperators to furnish or make available to the other such items as personnel, services, property, equipment, supplies, space, etc.

2 Memorandum of Understanding. A memorandum of understanding is a written plan where two or more parties carry out a project of mutual interest. It is not a fiscal document. It differs principally from a cooperative agreement in that:

a Each party operates within its own sphere of authority and resources,

b Each party handles and directs its own activities, including the expenditure of its own funds, and

c There is no provision for the payment or reimbursement of funds by one cooperator to another.

B Supplementary Documentation Under Cooperative Documents. If the cooperative document states that determination in regard to any condition is to be made by mutual agreement, such agreement shall be in writing and shall refer to the original document.

(IV B)

1 Correspondence. A copy of any mutually arrived at understanding, or correspondence relating thereto, which affects the terms of the agreement, shall be sent to the Administrative Services (AS) Division. That Division shall be responsible for sending copies to other management divisions concerned. See C&MS Instruction 333-1, Requests for Personnel Action, for information to be included on SF-52, Request for Personnel Action, for each cooperative employee.

2 Form C&MS-181, Salary Determination. If the salary of a cooperative employee is mutually determined by C&MS and the cooperator, the position is not subject to the Classification Act and is referred to as non-allocated cooperatively controlled (NACC). The involved Division or Staff (hereinafter referred to as Divisions) shall document the mutual determination of the salary on Form C&MS-181, or other similar form, unless the salary is stated in the cooperative document itself. This applies whether C&MS pays all or a part of the salary. If a Division form is used, the initiating Division should so inform the Personnel Division.

a Prepare Form C&MS-181 when:

- (1) A new NACC position is established and an employee is first appointed thereto.
- (2) The employee's salary is increased or decreased, either by C&MS or the cooperator, or by both.

b Submit one copy of a completed Form C&MS-181 to each of the following:

- (1) The Personnel Division (Field Operations Branch, Chicago, Ill., for field employees; Employment and Qualifications Branch, Washington, D.C., for headquarters employees). Attach the copy to the completed SF-52 requesting the personnel action.
- (2) The cooperator.
- (3) The AS Division.

(IV B 2)

c Form C&MS-181 is not required when:

(1) An employee leaves an NACC position and another employee replaces him without change in salary.

(2) The salary of a cooperative employee is not mutually determined. If the salary is determined unilaterally by C&MS, the position is administratively classified to a GS grade.

V RESPONSIBILITY OF THE AS DIVISION

The AS Division is responsible for coordinating, reviewing, and approving the documentation of the cooperative work of C&MS in accordance with program requirements, pertinent laws and regulations, and C&MS policy. This responsibility includes:

- A Aid in preparation;
- B Appropriate clearances;
- C Document numbering, as required; and
- D Distribution of documents.

VI DELEGATION OF AUTHORITY TO SIGN COOPERATIVE DOCUMENTS (Del. ADM-4)

The authority to sign cooperative documents, including supplements, amendments, renewals, confirmations, and terminations of such documents is hereby delegated to the officials listed below:

A Marketing Service and Matching Fund cooperative documents - Deputy Administrator, Marketing Services.

B Regulatory programs cooperative documents - Deputy Administrator, Regulatory Programs.

C *-Meat and poultry-* cooperative documents - Deputy Administrator, *-Meat and Poultry Inspection Program.-*

D Confirmations of cooperative documents - A designated employee of the AS Division.

(VI)

E Correspondence documenting mutual agreement on administrative details including Form C&MS-181 - Designated leaders of the cooperative project or their authorized representatives.

VII NUMBERING OF COOPERATIVE DOCUMENTS

The AS Division shall number all cooperative documents negotiated in C&MS using the following symbols:

12-25-*A-* (Serial number) - *-12 for Agriculture; 25 for C&MS; and A-* for cooperative agreements. *

12-25-MU- (Serial number) - *-12 for Agriculture; 25 for C&MS; and MU-* for memorandums of understanding. *

-Previously established serial numbers will continue.- Revisions of and amendments to cooperative documents will carry the symbols and numbers of the applicable documents, and will be numbered consecutively under each document so revised or amended. (See example in Exhibit B attached.) *

VIII CONDITIONS TO BE INCLUDED IN COOPERATIVE DOCUMENTS

Certain conditions and standard paragraphs are included in cooperative documents, depending upon the type of document, the cooperation, and the work to be done. Some of these conditions are required by the acts under which C&MS is cooperating, and others cover fixed legal requirements and general policies of the Department. The conditions outlined below are not intended to be inclusive of all conditions that might arise, nor would all of them necessarily be included in any one cooperative document. Standard paragraphs for the Member of Congress, and nondiscrimination clauses are also given below for use when required.

A General Conditions.

1 Conditions of Employment Covering Any Persons Employed as a Result of a Cooperative Endeavor. In order that the application of the employee benefits, classification, leave, and retirement acts to persons who perform work as a result of a cooperative endeavor may be determined, the cooperative document shall:

a Include information to answer the following questions:

(1) Are the persons employees of C&MS, employees of the cooperating agency, or joint employees of C&MS and the cooperating agency?

(VIII A 1 a)

(2) If the employees are to hold appointments with compensation in C&MS,

(a) Does C&MS have full determination of the compensation to be paid the employees? If not, what rates of compensation have been agreed upon between C&MS and the cooperating agency?

(b) Does the cooperating agency pay any part of the compensation directly to the employees?

(c) Are the hours of work and the duties of the employees supervised and directed by C&MS, by the cooperating agency, or jointly by C&MS and the cooperating agency? If the hours of work and/or duties are jointly supervised and directed by C&MS and the cooperating agency, what is the extent of the supervision and direction furnished by C&MS?

(d) Does the cooperating agency participate in or have any control over the selection of the employees, and if so, to what extent?

(3) If the employees hold appointments without compensation in C&MS,

(a) Are the hours of work and the duties of the employees supervised and directed by C&MS, by the cooperating agency, or jointly by C&MS and the cooperating agency?

(b) Does the cooperating agency participate in or have any control over the selection of the employees, and if so, to what extent?

b If employees who hold appointments in C&MS (with or without compensation) and are wholly supervised by C&MS or jointly supervised by C&MS and the cooperating agency are not to be covered by the Federal retirement act and/or the Federal leave act, include a statement to that effect and a statement as to what retirement or leave provisions, if any, will apply. (Such employees may not be excluded from retirement and leave coverage unless approval has been received from the Personnel

(VIII A 1 b)

Division for the exclusion. Requests for approval must contain sufficient administrative justification based on a showing that furtherance of the cooperative program necessitates the surrender of the Federal retirement or or leave benefits to which these employees would otherwise be entitled.)

* 2 Financial Arrangements. Include provisions, as applicable to the type of document, to indicate:

a What financial contributions will be made by each cooperating agency.

b How financial contributions will be handled--whether by reimbursement, advance payment from one cooperating agency to the other, or by payment of expenses incident to the work.

c Which cooperating agency will be responsible for collecting fees or funds; and the use, disposition upon termination of agreement, and methods of accounting for such fees or funds.

3 Administrative Services Arrangements. Include provisions, as applicable, for:

a Establishing ownership and responsibility for maintenance of equipment, if any, and disposition of equipment upon termination of the agreement.

b Furnishing of space, utilities, miscellaneous supplies, etc.

c Ownership, use, and disposition of commodities, if any.

4 Member of Congress Clause. Following is the wording of the standard Member of Congress clause:

"No member of Congress or resident commissioner shall be admitted to any share or part of this agreement or to any benefit to arise therefrom, unless it be made with a corporation for its general benefit."

(VIII A)

5 Nondiscrimination Clause. The nondiscrimination clause must be included in cooperative agreements of a contractual nature where payment of funds to the cooperator is more than \$10,000. Even though funds are paid to the cooperator, if the nature of the undertaking on the part of the cooperator is not specific, a contractual obligation may not be present. Each agreement must be developed individually. The AS Division shall collaborate with the subject-matter divisions and the Office of the General Counsel to determine the applicability of this provision to the different types of cooperative documents. If the provision is applicable, the wording of the standard nondiscrimination clause may be obtained from the AS Division for insertion in the agreement.

6 Duration of the Document. Specify the period of time the agreement will remain in effect and include provisions, as applicable, for continuing or terminating the agreement. The duration depends upon whether the work is financed by Trust funds or by appropriated funds. Where Trust funds are involved, the duration may be definite or indefinite. Where appropriated funds are involved, the duration is limited to one fiscal year with provision for renewal or confirmation for succeeding years. (The duration of memorandums of understanding may be definite or indefinite.)

B Additional Conditions for Cooperative Agreements. In addition to the conditions enumerated in paragraph A above, some cooperative agreements require other provisions indicated below:

1 Agreements which contemplate an advance of funds from C&MS to the cooperator or from the cooperator to C&MS shall include a provision for final accounting of funds and reimbursement of any unexpended balance to the party making the advances.

2 Inspection and grading agreements shall include provisions for the disposition of fees for the duration of cooperation and upon termination of the agreements, and for the audit of Trust funds by State or Federal agencies if applicable to the provisions of the agreements.

3 Market News agreements shall include provisions for:

a Circularization of mailing lists at least annually,
and

b Use of postage-and-fees paid materials for mailing Federal-State reports if the use of such material is authorized. (Reports so mailed must be signed by a Federal employee. If an employee of the cooperator is designated to sign such reports, he shall be given a cooperative Federal appointment as collaborator without compensation, and this arrangement shall be stated in the agreement.)

IX PREPARATION AND PROCESSING OF COOPERATIVE DOCUMENTS

A Cooperative Agreements, Memorandums of Understanding, and Revisions and Amendments Thereto.

1 Preparation.

a Responsibility for Preparation.

(1) When the subject matter of the work to be done is solely within one Division, that Division shall prepare the cooperative document, including any revision of or amendment to an existing document. The AS Division is available for consultation and assistance and, when necessary, that Division shall consult with other management divisions concerned.

(2) When the subject matter covers work of more than one Division, the AS Division, in collaboration with other Divisions concerned, shall coordinate information for and prepare the cooperative document, including any revision of or amendment to an existing document.

b Format and Contents.

(1) Cooperative Agreements and Memorandums of Understanding. It is not practical to attempt to outline in detail or to provide samples of every type of cooperative document. However, Exhibit A illustrates the format and the subdivisions which are generally included in cooperative agreements. Exhibit B is a sample of an amendment to a cooperative agreement. Exhibit C illustrates the format and the subdivisions generally included in memorandums of understanding. General conditions and standard paragraphs as outlined in Section VIII, shall be included as applicable to the type of document, the cooperation, and the work to be done.

(2) Other Cooperative Documents. Formats for cooperative documents approved for use by a specific Division or Staff, such as agreements for Federal inspection of tobacco, memorandums of understanding for cooperative activities under seed laws, matching fund agreements, agreements covering interchange of Federal and State employees, or agreements covering travel and subsistence expenses are not included as exhibits. Divisions desiring information on the format or content of such documents may contact the AS Division.

(IX A)

2 Clearances. Form C&MS-180, Request for Clearance of Cooperative Document, is to be used to obtain clearances of cooperative documents, both within the initiating Division and within C&MS. A copy of Form C&MS-180, filled out to show method of requesting clearances, is attached as Exhibit D.

a The initiating Division shall:

(1) Prepare an original and three copies of Form C&MS-180 and obtain (on the original only) any necessary internal division clearances by means of signatures in the spaces provided on the form (see Exhibit D, attached.)

(2) Forward the cooperative document to be cleared in original and *-six-* copies to the AS Division, together with the original and three copies of Form C&MS-180. If there is more than one cooperating party, or if the cooperative document requires the approval of an official of the Extension Service or the Cooperative State Research Service, add an extra copy of the cooperative document for each additional cooperator and signatory.

b The AS Division shall review the document and discuss with the initiating Division any changes or corrections which might be required, returning the document, if necessary, for corrections and resubmission. When the document is in order, the AS Division shall:

(1) Obtain clearances within C&MS, as required, by forwarding a copy of the cooperative document and a copy of Form C&MS-180 requesting clearance to the:

(a) *-Financial Management (FM)-* Division - for review and clearance with relationship to the budgeted work program and financial arrangements and for clearance with the Office of Budget and Finance of the Department, when required.

(b) Personnel Division, if necessary - for review of personnel arrangements.

(c) Appropriate Deputy Administrator - for program review.

(IX A 2 b)

- (2) Obtain Department clearances (other than clearances with the Office of Budget and Finance), as required.
- (3) Coordinate any suggestions received from C&MS and Department offices, contacting the applicable Division on any changes.
- (4) Return the original and two copies, with a copy for each additional cooperator if more than one, of the cleared cooperative document to the initiating Division, retaining all other copies of the document in a pending file.

c The *-FM-* Division shall obtain clearance from the Department's Office of Budget and Finance, when necessary.

3 Completion.

a Signature and Numbering.

(1) Upon receipt of the cleared cooperative document from the AS Division, the initiating Division shall:

(a) Send the original and two copies of the document to the cooperator with a request that they be signed and returned. If more than one cooperator is involved, include a copy for each. (Where State regulations require a signature after the Federal signature, or where it is necessary to expedite signature, documents may be signed first by C&MS.)

(b) After signature by the cooperator(s), submit all signed copies to the AS Division.

(2) The AS Division shall:

(a) Obtain signatures for C&MS, and other agencies of the Department of Agriculture, as required.

(b) Assign a number, as required, and conform all copies to the original.

(c) Return a signed copy for each cooperator and two conformed copies to the initiating Division.

(IX A 3)

b Distribution.

(1) Upon receipt of the signed and conformed copies from the AS Division, the initiating Division shall:

- (a) Send a signed copy to each cooperator.
- (b) Retain the conformed copies for Division needs.

(2) The AS Division shall:

- (a) Send a signed copy of each cooperative document, except memorandums of understanding, to the *-Field Operations Branch, FM Division.-*
- (b) File a signed copy and one conformed copy. (The signed copy, with copies of Form C&MS-180 on which clearances are indicated, will constitute the agency file for C&MS. The conformed copy will be loaned upon request.)

B Renewals. A renewal of a cooperative document extends the duration of the cooperation, usually for another fiscal year. In April each year, the AS Division shall send to each Division a list of its cooperative documents, indicating those which require renewal.

1 Preparation and Clearance.

a The Division shall:

- (1) Prepare necessary renewals in the format illustrated by Exhibit E, in original and *-six-* copies. (If there is more than one cooperating party, add an extra copy for each additional cooperator.)
- (2) Obtain the initials of the Division Director on a carbon copy of the renewal by the space provided for the signature of the official signing for C&MS.
- (3) Submit all copies to the AS Division by June 1 of each year.

b If the renewal is in order, the AS Division shall return the original and two copies with a copy for each additional cooperator, if more than one, to the initiating Division.

(IX B)

2 Completion.

a Signature.

(1) Upon return of the renewal from the AS Division, the initiating Division shall:

(a) Send the original and two copies to the cooperator with the request that they be signed and returned. (If more than one cooperator is involved, include a copy for each.)

(b) After signature by the cooperator(s), submit all signed copies to the AS Division.

(2) The AS Division shall:

(a) Obtain signatures for C&MS.

(b) Conform all copies to the original, and return a signed copy for each cooperator and two conformed copies to the initiating Division.

b Distribution.

(1) Upon receipt of the signed and conformed copies from the AS Division, the initiating Division shall:

(a) Send a signed copy to each cooperator.

(b) Retain the conformed copies for Division needs.

(2) The AS Division shall:

(a) Send a signed copy of each renewal of a cooperative document, except memorandums of understanding to the *-Fiscal Operations Branch, FM-* Division. *

(b) File a signed copy and one conformed copy.

C Confirmations. The confirmation of a cooperative document provides for continuation of a cooperative endeavor by notification to the cooperator. In April, each year the AS Division shall send to each Division one copy of Form C&MS-15, Confirmation of Agreement, for each agreement, which provides for extension by confirmation.

(IX C)

1 Clearance. The Division Director shall:

- a Initial Form C&MS-15, and
- b Return it to the AS Division by June 1 of each year.

2 Completion. The AS Division shall obtain signatures for C&MS and distribute copies as follows:

- a Send a signed copy to each cooperator.
- b Forward a signed copy (except memorandums of understanding) to the *-Field Operations Branch, FM Division.-*
- c Return two conformed copies to the Division for its use.
- d File a signed copy and one conformed copy.

D Terminations. Terminations shall be made in accordance with the terms of the duration paragraph of the cooperative document involved. If the cooperative document expires at the end of the fiscal year, failure to confirm or renew in writing automatically terminates the cooperation. Terminations occurring before the end of the fiscal year may be effected by correspondence.

1 If C&MS is terminating the cooperation:

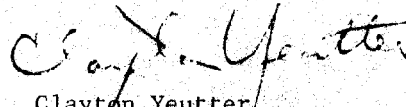
- a The Division shall prepare a letter to the cooperator and send it to the AS Division.
- b The AS Division shall obtain a signature for C&MS.

2 If the cooperator is terminating the cooperation, the Division shall send a copy of the letter to the AS Division.

3 The AS Division shall send copies of all correspondence terminating a cooperative endeavor, whether from C&MS or the cooperator, to the same divisions that received copies of the cooperative document concerned.

X PERIODIC INSPECTION

Each Division involved in a cooperative endeavor, shall make periodic inspection and followup to determine that the work is satisfactorily conducted in accordance with the terms of the cooperative document, and to initiate promptly any needed corrective action.



Clayton Yeutter,
Administrator

Attachments

No. (To be supplied by
the AS Division)

COOPERATIVE AGREEMENT
Between the
(Insert Name of Cooperator)
and the
CONSUMER AND MARKETING SERVICE
UNITED STATES DEPARTMENT OF AGRICULTURE

NAME OF PROJECT..... (Insert type of work to be done.)

LEADERS..... (Insert titles of the head of the cooperating organization and of the Division Director in C&MS responsible for the project. Do not use names.)

LOCATION..... (Insert the localities where the work will be done.)

HEADQUARTERS..... (Insert the localities from which work will be directed.)

DATE EFFECTIVE..... (Insert date work is to begin.)

LEGAL AUTHORITY..... (Cite the Act authorizing the program involved.)

OBJECT..... (Give a brief resume of the purpose of the cooperative endeavor.)

ORGANIZATION..... (State what Federal, State, or joint employees are to be used in carrying out the work.)

METHOD OF PROCEDURE... (State in three main subdivisions under this heading what the cooperator agrees to do, what the agency agrees to do, and what the parties mutually agree upon. Clearly establish what each will furnish, such as facilities, monetary contributions, personnel, etc. Include conditions of employment, financial arrangements, standard paragraphs and additional conditions, as applicable.)

C&MS INSTRUCTION 201-1
Rev. 1
EXHIBIT A

REVISION..... (If this is a revision of a previous agreement, insert the following paragraph:

"This agreement is a revision of and shall supersede Cooperative Agreement No. _____, effective _____, between the _____ and the Consumer and Marketing Service," or in case the previous agreement was made with a predecessor agency, "and the _____ (now a part of the Consumer and Marketing Service.)"

MEMBER OF CONGRESS..... (Insert the standard member of Congress clause as follows:

"No member of Congress or resident commissioner shall be admitted to any share or part of this agreement or to any benefit to arise therefrom, unless it be made with a corporation for its general benefit.")

DURATION..... (Agreements financed with appropriated funds may not extend beyond the fiscal year for which the appropriation is available for obligation, but may be made subject to renewal or confirmation by use of a paragraph such as the following:

"This agreement shall continue in force through June 30, 19___, and as long thereafter as Congress shall provide the necessary authority and funds therefor, subject to annual confirmation by a duly authorized officer of the United States Department of Agriculture, provided, however, that this agreement may be terminated at any time by mutual consent or by either party hereto by giving written notice to the other party _____ days in advance of and specifying the date of termination.")

Inspection and grading agreements financed from Federal Trust funds may continue in force without confirmation or renewal by use of a paragraph such as the following:

DURATION (Con.)..... "Subject to the availability of funds in the Federal Trust Fund Account, and continuation of the necessary legal authority therefor, this agreement shall continue in force until terminated (1) by mutual consent of the cooperating agency and C&MS, or (2) by either cooperating agency or C&MS giving written notice to the other _____ days in advance of a specified date of termination. In the event of termination of this agreement because of either contingency specified as (1) and (2), amounts deposited to the credit of the Federal Trust Fund Account will continue to be available for disbursement as provided in the appropriate METHOD OF PROCEDURE clauses of this agreement, and any remaining unobligated balance and any assets purchased from such account shall be available for use in any inspection and grading program of the Federal agency.")

(Insert title of signatory and name of cooperating agency)

(Insert title of signatory and Consumer and Marketing Service)

-12-25-A-2011-
Revision 3
Amendment 2

AMENDMENT TO
COOPERATIVE AGREEMENT
Between the

(Insert Name of Cooperator)
and the
CONSUMER AND MARKETING SERVICE
UNITED STATES DEPARTMENT OF AGRICULTURE

It is hereby agreed by and between the parties hereto that the Cooperative Agreement providing for (insert program project) in the State of (Insert) effective (insert date of agreement) shall be and hereby is amended as follows:

Under PART I, FEDERAL AGENCY, change paragraph (f) to read as follows:

- (f) will furnish telephone service in an amount not to exceed \$750 per annum at Raleigh for the collection of information regarding price and market conditions on grain and soybeans.

Under PART II, STATE AGENCY, change paragraph (d) to read as follows:

- (d) will assemble information regarding grain and soybean prices and market conditions and will pay all costs in connection with this work except for the telephone service furnished by the Federal Agency (Part I (f)).

This Amendment is effective (Insert date change is made).

(Insert Title of Signatory and Name of Cooperating Agency)

(Insert Title of Signatory and Consumer and Marketing Service)

5-12-71

MEMORANDUM OF UNDERSTANDING
Between the
(Insert Name of Cooperator)
and the
CONSUMER AND MARKETING SERVICE
UNITED STATES DEPARTMENT OF AGRICULTURE

NAME OF PROJECT.....(Insert type of work to be done.)

LEADERS.....(Insert titles of positions of leaders of the project for C&MS and for the cooperator.)

LOCATION.....(Insert localities where work is to be done.)

DATE EFFECTIVE.....(Insert date work is to begin.)

OBJECT.....(Give a brief resume of the purpose of the cooperative endeavor.)

ORGANIZATION.....(State what Federal, State, or joint employees are to be used in carrying out the work.)

METHOD OF PROCEDURE....(State in three main subdivisions under this heading; i.e., what the cooperator agrees to do, what the agency agrees to do, and what the parties mutually agree upon. Clearly establish what each will furnish such as facilities, personnel, etc. Include conditions of employment and standard paragraphs, as applicable.)

BASIS OF COOPERATION...(Insert the following paragraphs:

"This Memorandum of understanding is to define in general terms the basis on which the agencies concerned will cooperate, and does not constitute a financial obligation to serve as a basis for expenditures. Each agency will handle and expend its own funds. Any and all expenditures from Federal funds in the Department of

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Rev. 1
EXHIBIT C

BASIS OF COOPERATION...Agriculture made in conformity with the plans outlined in this memorandum of understanding must be in accord with Department rules and regulations, and in each instance based upon appropriate finance papers. Expenditures made by the cooperating agency will be in accord with its rules and regulations.

(Con.)

"The responsibilities assumed by the cooperating parties under this memorandum of understanding are contingent upon funds being available from which expenditures legally may be met."

MEMBER OF CONGRESS.....(Insert the standard member of Congress clause as follows:

"No member of Congress or resident commissioner shall be admitted to any share or part of this agreement or to any benefit to arise therefrom, unless it be made with a corporation for its general benefit.")

DURATION.....(Provide for duration of the document. Wording similar to the following may be used:

"This memorandum of understanding shall continue in force indefinitely. It may be amended at any time by mutual agreement of the parties in writing. It may be terminated by either party upon _____ days' notice in writing to the other party.")

(Insert title of signatory and name of cooperating agency)

(Insert title of signatory and Consumer and Marketing Service)

MATERIAL IS ILLUSTRATIVE ONLY

FORM C&MS-180
(4-1-65)

U.S. DEPARTMENT OF AGRICULTURE
CONSUMER AND MARKETING SERVICE

DOCUMENT NO.

-12-25-A-2424-
Revision 2

REQUEST FOR CLEARANCE OF COOPERATIVE DOCUMENT

INSTRUCTIONS: This form is for use in obtaining clearances of C&MS cooperative documents. Submit to the Administrative Services Division in an original and 4 copies. Under "Remarks" briefly explain need for the proposed

document; give necessary background information; list any other instructions, regulations, or laws on which the document may be based; identify document superseded, if any; and indicate any special handling required or any document to be returned to the originating office.

IDENTIFICATION OF DOCUMENT: (Title or Subject)

Cooperative Agreement
Market News Service

AGENCIES COOPERATING WITH C&MS

Hawaii Department of Agriculture

REMARKS

This revision provides for a collaborator without compensation in lieu of an agent subject to Federal pay and benefits. Direct payment to the State is increased by \$4,000 per annum, the sum previously contributed for salary of agent. This change was requested by the State of Hawaii.

NAME OF PERSON PREPARING DOCUMENT J. Smith	TEL. EXT. 4000	TITLE AND ORGANIZATION UNIT Chief, Market News Branch, FV Division
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DIVISIONAL CLEARANCES

TITLE	SIGNATURE	DATE SIGNED
Administrative Officer, FV		
Deputy Director, FV		
FV Division Director		

OTHER CLEARANCES REQUIRED (For Administrative Services Division's use only)

TITLE AND DIVISION	DATE RECEIVED	SIGNATURE	DATE SIGNED

APPROVAL OF DOCUMENT FOR SIGNATURE

SIGNATURE	DATE	SIGNATURE	DATE
DIRECTOR, ADMINISTRATIVE SERVICES DIV.		DEPUTY ADMINISTRATOR	

After approval, return to Director, Administrative Services Division

RENEWAL OF
COOPERATIVE AGREEMENT
Between the

(Insert name of cooperator)
and the
CONSUMER AND MARKETING SERVICE
UNITED STATES DEPARTMENT OF AGRICULTURE

It is hereby agreed that the Cooperative Agreement providing for (insert program project), effective (insert date of agreement) shall be and hereby is renewed and continued in effect for the fiscal year beginning July 1, 19__, and ending June 30, 19__. (Budget can be included if needed.)

(Insert Title of Signatory and Name of Cooperating Agency)

(Insert Title of Signatory and Consumer and Marketing Service)