

**ARS □ NIFA □ ERS □ NASS**

***Policies and Procedures***

**Title:** Memoranda of Understanding

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Grants and Agreements Management Staff

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**Distribution:** ARS Headquarters, Areas, and locations

This P&P prescribes ARS policy for the use of Memoranda of Understanding. This P&P is revised to update the template per Office of General Counsel guidance. The previous foreign and domestic MOUs templates are now combined into Exhibit 1.

## Table of Contents

1.	Abbreviations .....	3
2.	Definitions.....	3
3.	Purpose.....	4
4.	Background .....	4
5.	Authority .....	4
6.	Eligibility .....	4
7.	Policy .....	4
8.	Prohibitions .....	5
9.	Responsibilities .....	6
10.	Procedural Guidelines .....	8
11.	Closeout .....	8
12.	Agreement Numbering Scheme .....	8
	Exhibit 1 - MOU Template .....	10

## 1. Abbreviations

ADO	Authorized Departmental Officers
ADODR	Authorized Departmental Officer's Designated Representatives
ARIS/AIMS	Agricultural Research Information System/Agreement Information Management System
ARS	Agricultural Research Service
EAD	Extramural Agreements Division
EAS	Extramural Agreements Specialist (Headquarters or Area ADO)
FAS	Foreign Agriculture Service
MOU	Memorandum of Understanding
OGC	Office of General Counsel
OIRP	Office of International Research Programs
OSEC	Office of the Secretary, USDA
U.S.C.	United States Code
USDA	United States Department of Agriculture

## 2. Definitions

**Agency** - The Agricultural Research Service.

**Authorized Departmental Officer** - An ARS employee at ARS, Headquarters, or Area Office with delegated authority to negotiate, award, administer, and closeout agreements. The ADO is the only person that can obligate funds or commit the resources of the Agency with regard to extramural agreements.

**Authorized Departmental Officer's Designated Representative** - An ARS employee that serves as the Agency's technical representative, acting within the scope of delegated authority, who is responsible for participating with the Cooperator in the accomplishment of an extramural agreement's objectives and monitoring and evaluation of the Cooperator's performance.

**Cooperator** - Any State Cooperative Institution, State Department of Agriculture, college, university, other research or educational institution or organization, Federal or private agency or organization, individual, or any other party identified by ARS to participate in extramural projects.

**Memorandum of Understanding** - An extramural agreement between ARS and another party that sets out in very broad and general terms a plan for the parties to coordinate their efforts on projects of mutual interest. The following criteria must be met: (1) specific areas of research projects are identified, (2) the parties' duties and/or responsibilities are defined in very broad and general terms, and (3) there is no commitment or exchange of resources (i.e., monetary resources, materials/supplies, equipment, salaries, etc.) by either party.

### 3. Purpose

The purpose of this document is to outline the responsibilities, policies, and procedures for establishing an MOU.

### 4. Background

The USDA, OGC determined that the MOU cannot be used to document cooperative relationships between ARS and other parties, when the terms of the agreement outline specific duties and responsibilities which commit or exchange ARS resources. The Non-Funded Cooperative Agreement must be utilized to document cooperative relationships between ARS and other parties when these conditions exist.

In 2009, OGC reviewed and approved the general provisions for MOUs, which EAD has incorporated into the enclosed template for foreign and domestic MOUs (Exhibit 1). Subsequently, in April 2010, OGC advised EAD to remove any reference to statutory authorities in ARS MOUs. Therefore, the template incorporated into this P&P has been revised to exclude these references. This template shall be use for all MOUs, domestic and foreign.

### 5. Authority

ARS must have statutory (programmatic) authority to participate in the project as outlined in [7 CFR Part 2.65 - Delegations of Authority by the Secretary of Agriculture and General Officers of the Department](#).

### 6. Eligibility

ARS may enter into MOUs to further research, extension, or teaching programs in the food and agricultural sciences with the following entities, foreign or domestic: State Agricultural Experiment Stations; State Cooperative Extension Services; colleges and universities; other research or education institutions and organizations; Federal and private agencies and organizations; and/or individuals.

### 7. Policy

- MOUs shall be used for ceremonial purposes or if requested by the Cooperator to document, in very broad and general terms, efforts to coordinate on specific projects; there is no commitment or exchange of resources and duties and/or responsibilities are very broadly defined and shall be non-binding in nature. **Note: If the arrangement requires a significant contribution of non-monetary resources, a Non-Funded Cooperative Agreement must be utilized.**

- MOUs must be entered and programmatically approved in ARIS/AIMS in sufficient time to allow for all required clearances and approvals to be obtained. At a minimum, a 4 to 6 week review period is required.
  - The ADODR initiating the proposed MOU should forward an advanced copy electronically to EAD (for MOUs with foreign Cooperators) or the Area ADO (for domestic MOUs).
- MOUs (foreign or domestic), requiring signature by the ARS Administrator and/or a higher level USDA official, must be reviewed and approved prior to signature by the EAD Director. The EAD, Grants and Agreements Management Staff will coordinate the review and signature process for all MOUs signed at the Headquarters (or higher) level.
- New and amended MOUs must be submitted to OSEC via EAD for review and approval prior to execution.
- All ARS MOUs with foreign organizations must be forwarded to EAD for review, clearance, approval, and execution.
- EAD shall coordinate closely with OIRP ensuring all foreign MOUs are reviewed for political sensitivity and do not conflict with existing treaties or Science and Technology agreements.
- Foreign MOUs must be cleared by FAS and the Department of State, as outlined in [Directive 1051-002, International Activities and Agreements of USDA Agencies](#). MOUs that include binding language must be approved through the Department of State Circular 175 Procedure (<http://www.state.gov/s/l/treaty/c175>).
- MOUs shall be limited to 5 years in duration.

## 8. Prohibitions

Use of MOUs for the following purposes is strictly **prohibited**:

- To acquire goods, services or personnel.
- To document the use or disposal of real or personal property, including short- or long-term leases.
- For construction modifications, alterations, or capital improvements of any type to Federal or non-Federally owned property or facilities. Consult your Area Realty Specialist for assistance.
- To document performance of services/tasks by ARS employees for another party.

## 9. Responsibilities

- Area Director/Office of National Programs
  - Ensures mission relevancy and adherence to Agency policies and procedures when entering into MOUs.
- ADO (Headquarters or Area EAS)
  - Provides advice and guidance on MOU policies and procedures.
  - Negotiates, awards, administers, suspends, closes out, and/or terminates the MOU.
  - Issues a written delegation of authority assigning technical oversight responsibilities to the ADODR ([P&P 701.0, Selection, Appointment, and Responsibilities of the Authorized Departmental Officers Designated Representative](#)).
  - Ensures that the ADODR has identified the correct programmatic authority ([7 CFR Part 2.65](#)) to enter into the MOU.
  - Maintains the official file.
  - Completes closeout for all expired MOUs.

The ADO (Headquarters or Area EAS) performs the following in sequential order:

- Verifies the eligibility of the proposed Cooperator.
- Verifies the presence of mutuality of interest between ARS and the Cooperator.
- Assigns an agreement number to the MOU.
- Ensures the MOU is initiated and approved in ARIS/AIMS ([ARIS/AIMS Manual, Chapter 4D, Extramural/Outgoing Agreements](#)).
- Ensures that EAD has provided notification of OSEC approval.
- Ensures all required clearances have been obtained for MOUs with foreign Cooperators.
- Distributes the award documents to the official file, the Cooperator, and the ADODR.

- ADODR
  - Must be fully cognizant of the MOU policies and procedures.
  - Must have a current, written delegation of authority to serve as the ADODR ([P&P 701.0, Selection, Appointment, and Responsibilities of the Authorized Departmental Officers Designated Representative](#)).
  - Develops the statement of work for MOUs, using very broad and general terms. Keeps their superiors fully informed of the MOU development or administration activities as the superior deems appropriate.
  - Identifies the correct programmatic authority ([7 CFR Part 2.65](#)) to enter into the MOU.
  - Obtains an agreement number from the ADO.
  - Ensures data entry of the ARIS/AIMS requirements for the MOU and approves the agreement for submission to the ADO level for processing.
  - Assists the ADO with closeout requirements.
- Director, EAD
  - Reviews and approves all MOUs executed by the ARS Administrator and/or higher level USDA official.
  - Reviews, approves, and executes all MOUs entered into between ARS and foreign organizations.
  - Coordinates the review of MOUs between ARS and foreign governments with OIRP, ARS and USDA, FAS to obtain Departmental clearances, as required.
  - Coordinates the review of MOUs by the USDA, OGC, as necessary, for legal interpretation.
  - Submits new and amended MOUs to OSEC for approval on a weekly basis and notifies the ADO of approval.

## 10. Procedural Guidelines

### General

1. The ADODR, with the assistance of the ADO, negotiates and drafts the terms of the MOUs. The MOU shall follow the standard template outlined below (see Exhibits 1 and 2 enclosed herein). The templates outline the minimum amount of information required for the MOU.
2. The MOU is entered and programmatically approved in ARIS/AIMS.
3. The Science and Ethics Branch (SEB) provides a conflict-of-interest clearance to the ADODR. The ADODR is required to submit form [SEB-102, Conflict of Interest Certification](#), within 30 days of the start date of each new MOU.
4. EAD reports new and amended MOUs to OSEC on a weekly basis for approval.
5. All communications, negotiations, discussions, conferences, or correspondence regarding the terms of the proposed MOU must be summarized and placed in the official file.

### Foreign MOUs

In addition to the general procedures listed above, MOUs entered into with a foreign entity must be forwarded to EAD for additional review, clearance, approval, and signature. Pursuant to [Directive 1051-002, International Activities and Agreements of USDA Agencies](#), MOUs with foreign entities require review by OGC and FAS to ensure compliance with U.S. policy goals.

## 11. Closeout

The ADO is required to promptly close expired MOUs as prescribed in [P&P 703.0, Closeout Procedures for Extramural Agreements](#).



## 12. Agreement Numbering Scheme

The Area EAS assigns the agreement number for domestic MOUs. EAD assigns the agreement number for foreign MOUs.

The MOU numbering scheme

- Domestic MOUs: **58-XXXX-X-XXX-M**
- Foreign MOUs: **58-XXXX-X-XXX-F-M**

<b>58</b>	<b>XXXX</b>	<b>X</b>	<b>XXXX</b>	<b>F</b>	<b>M</b>
Agreement Code for Cooperative Agreements	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	F= Foreign Agreement (if applicable)	M = MOU

/s/ Sherri L. Carroll

Sherri L. Carroll, Director  
 Extramural Agreements Division  
 Administrative and Financial Management

Enclosure  
 Exhibit 1 - MOU Template

# Sample MOU

## MEMORANDUM OF UNDERSTANDING BETWEEN

THE UNITED STATES DEPARTMENT OF AGRICULTURE  
AGRICULTURAL RESEARCH SERVICE  
AND

COOPERATOR

ARS Agreement # 58-xxxx-x-xxx(F)M

The United States Department of Agriculture, Agricultural Research Service, hereinafter referred to as ARS, and the COOPERATOR, and hereinafter jointly referred to as “the Participants,” hereby affirm their mutual interest in and desire to broaden cooperative research programs and exchanges.

The Participants recognize that cooperation is a matter of working together toward common goals of mutual interest, mutual understanding and efficient administration of cooperative programs. Nothing in this broad understanding is to be construed as interfering in any way with the basic responsibilities and authority of either Participant for independent action.

This Memorandum of Understanding (MOU) defines in general terms the basis on which the Participants intend to cooperate. Individual projects may be developed between the Participants that outline specific research projects.

### **ARTICLE I - PURPOSE**

The purpose of this MOU is to strengthen the collaborations between the Participants in areas of mutual interest through cooperative research programs and exchanges. To this end, the Participants intend jointly to explore and coordinate research activities of mutual interest which should be implemented by mutual understanding and in conformity with the regulations and policies of both Participants.

## ARTICLE II - MUTUAL INTERESTS

The Participants are currently engaged in and have independent interests within the broad scope of (**insert specific area of research applicable to the collaboration**). The Participants intend to encourage and facilitate direct contacts among appropriate institutions and specialists and work toward long-term cooperation in agricultural research and development programs.

Agricultural research areas may be undertaken as mutually determined by the Participants.

## ARTICLE III - SCOPE OF COOPERATION

To facilitate the cooperative research effort(s) described herein, each Participant intends to assign such members of its staff to specific projects as may be mutually determined, as well as aid in planning and developing projects of mutual interest.

## ARTICLE IV - GENERAL PROVISIONS

Each Participant's participation in the cooperative activities under this MOU is subject to the availability of funds, resources, and personnel and is to be conducted in accordance with the laws and regulations of that Participant's government.

This MOU does not create any legally binding obligations between the Participants. This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, its officers, or any person. Nothing in this MOU obligates either Participant to obligate or transfer any funds.

All collaborative activities should be mutually determined by the Participants and may be described in, and subject to, individual plans of work delineating arrangements between Participants that are specific for each activity. Individual projects may be developed between the Participants which outline specific research projects. Outlines covering goals and objectives, working plans, research methodologies, and procedures should be prepared jointly. Such activities should be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Negotiation, execution, and administration of subsequent written arrangements should comply with all applicable statutes and regulations.

Cooperation under this MOU may commence from the date of last signature and is expected to continue for five years. This MOU may be extended or revised by mutual determination of the Participants in writing. Requests for major changes should be submitted to each Participant not less than 90 calendar days prior to the proposed effective date. A Participant should endeavor to give the other Participant at least 90 calendar days notice of its intention to end its cooperation under this MOU and the Participants should continue to work together to conclude specific cooperative activities already in progress.

Correspondence and documentation regarding this MOU should cite Agreement No. **58-xxxx-x-xxx(F)M**. The Participants hereby designate the following as points of contact for collaboratively administering the activities to be conducted under this MOU:

ARS CONTACT  
ARS NAME  
ARS ADDRESS

COOPERATOR CONTACT  
COOPERATOR NAME  
ADDRESS

Telephone:  
FAX:  
E-mail:

Telephone:  
FAX:  
E-mail:

**Signature**

IN WITNESS THEREOF, the Participants have executed this MOU as of the last date written below.

FOR THE AGRICULTURAL RESEARCH  
SERVICE OF THE DEPARTMENT  
OF AGRICULTURE OF THE  
UNITED STATES OF AMERICA

COOPERATOR

\_\_\_\_\_  
Name  
Authorized Departmental Officer  
(EAD or Administrator or higher level ONLY)

\_\_\_\_\_  
Name  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date