

**ARS □ NIFA □ ERS □ NASS**

*Policies and Procedures*

**Title:** Research Support Agreements

**Number:** 704.0

**Date:** November 17, 2009

**Originating Office:** Extramural Agreements Division  
Grants and Agreements Management Staff

**This Replaces:** Bulletin 07-001

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

This P&P outlines policies and procedures for developing, negotiating, awarding, and administering the Research Support Agreement/Cost Reimbursable Agreement.

# Table of Contents

1. Abbreviations .....	3
2. Definitions.....	3
3. Purpose.....	4
4. Background .....	4
5. Forms .....	5
6. Authority .....	5
7. Eligibility .....	5
8. Policy .....	5
9. Responsibilities .....	9
10. Amendments .....	13
11. Closeout .....	14
12. Agreement Numbering Scheme .....	14

## 1. Abbreviations

ABFO	Area Budget and Fiscal Officer
AD	Area Director
ADO	Authorized Departmental Officer
ADODR	Authorized Departmental Officers Designated Representative
ARIS/AIMS	Agricultural Research Information System/Agreements Information Management System
ARMPS	Annual Research Management Plan System
ARS	Agricultural Research Service
EFT/VEXP	Electronic Funds Transfer/Vender Express Program
EAS	Extramural Agreements Specialist
HHS/PMS	Department of Health and Human Services/Payment Management System
IC	Indirect Costs
ICR	Indirect Cost Rate
MR	Management Report
REE	Research, Education, and Economics
RL	Research Leader
RSA	Research Support Agreement
SY	Scientific Year
U.S.C.	United States Code

## 2. Definitions

- a. **Agency** - The Agricultural Research Service.
- b. **Authorized Departmental Officer** - The Agency's Official delegated authority to negotiate, award, administer, suspend, and closeout extramural agreements. The ADO is the only person that can obligate funds or commit the resources of the Agency with regard to RSAs.
- c. **Authorized Departmental Officers Designated Representative** - The 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.
- d. **Cooperator** - Any State Cooperative Institution, college, or university responsible for supplying goods and/or services to the Agency under the RSA.
- e. **Department of Health and Human Services/Payment Management System** - A centralized electronic agreements payment management system.

- f. **Electronic Funds Transfer/Vender Express Program** - 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.
- g. **Extramural Agreements Specialist** - The Area Office's ADO.
- h. **Indirect Cost** - The costs that are incurred for common or joint objectives and; therefore, cannot be identified readily and specifically with a particular sponsored project or an instructional or institutional activity.
- i. **Indirect Cost Rate** - The ratio (expressed as a percent) of the indirect costs to a direct cost base.
- j. **Management Report** - 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.
- k. **Research Support Agreement** - 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.

### **3. Purpose**

The purpose of this document 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.

### **4. Background**

The Extramural Agreements Division established a national workgroup to study the award process taken by Agency personnel when awarding the RSA. The workgroup determined that the award process would be significantly streamlined by consolidating the RSA and Task Order requirements into a single instrument. The "new" RSA instrument eliminated the need to establish a 5-year umbrella agreement and use of the Optional Forms 347 and 348 (Order for Supplies or Services and Continuation Sheet).

## 5. Forms

The following forms are available on the Administrative and Financial Management Web site:

- REE - 452R, General Provisions for the Research Support Agreement  
<http://www.afm.ars.usda.gov/agreements/provisions.htm>
- ARS - 157, RSA Management Report Template  
<http://www.afm.ars.usda.gov/agreements/forms.htm>

## 6. Authority

The RSA is awarded under the authority of [7 U.S.C. 3319a](#).

## 7. Eligibility

ARS may enter into RSAs with State Cooperative Institutions or other colleges and universities in accordance with 7 U.S.C. 3319a.

## 8. Policy

### A. General

- ARS may acquire goods and/or services, including limited personal services, from the Cooperator to carry out research of mutual interest.
- RSAs, including all amendments, must be initiated and approved in ARIS/AIMS prior to execution.
- The RSA Budget/Statement of Work (SOW) must, at a minimum, include:
  - A description and amount of the supplies, materials, and/or services to be received.
  - Listing of occupational categories with duties.
  - Dates or timeframe for the delivery of goods or performance of services.
- RSAs may be awarded in one fiscal year with performance ending in another fiscal year, provided that all of the following conditions are met ([7 U.S.C. 2209c](#)):
  - 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 the ADODR's Financial Disclosure Report and Conflict of Interest Certification Form REE-102.
- Full-time and part-time temporary requirements for personal services shall be limited to 4 years in duration. General support costs are **exempt** from the 4-year limitation requirement (See B. Authorized Uses, General Support Costs).
  - ARS employees may provide work assignments, technical instruction, or scientific direction to Cooperator's 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 their employees including, but not limited to, issues regarding the following:
    - Leave (sick/annual)
    - Holiday pay/vacation benefits
    - Inclement weather dismissals
    - Salary increases/fringe benefits
  - The authority to obtain personal services 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.
  - 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).

- The Area Office shall determine who is responsible for negotiating the ICR payable on the RSA and notify their locations by policy memorandum or e-mail.

**NOTE: The negotiated ICR agreement may cover an indefinite number of years.**

- The ADO may enter into a RSA with State Cooperative Institutions or other colleges and universities outside of their location when services are required to support the location's research project at a remote worksite.
- ADOs may not administer a RSA for another Area or location as a service to that Area or location. The Delegation of Authority specifies the location(s) allowed under the ADOs authority.
- 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 Area EAS to act as the technical representative on the RSA (See [P&P 701.0, Selection, Appointment, and Responsibilities of the Authorized Departmental Officer's Designated Representative \(ADODR\)](#)). Typically, the ADODR is the scientist (fundholder) requesting the goods and/or service from the University. In the event that more than one scientist is using a single RSA, the RL may serve as the ADODR.
- The ADODR shall obtain approval through the ARMPS to use the RSA.

## **B. Authorized Uses**

ARS is authorized to use the RSA to acquire goods and/or services, including personal services, from State Cooperative Institutions, 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's employees cannot be used to perform general office functions or duties.
- Seasonal and intermittent workers.
- Full-time and part-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 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.
  - 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 - Non-permanent Research/Service Scientists, and 4 - Service Scientists, 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, property, and fiscal 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.).

## 9. Responsibilities

- Area Director (AD)
  - Approves plans for obtaining goods and/or services through the RSA by signing the ARMPS Extramural Plan.

**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 P&P and that he/she approves the use of the RSA. The AD, at his/her discretion, may require additional justification from the RL 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).
- Issues a written delegation of authority, assigning technical oversight responsibilities to the ADODR (See [P&P 701.0, Selection, Appointment and Responsibilities of the Authorized Departmental Officers Designated Representative](#)).
- Conducts ICR negotiations with the Cooperator, as determined by Area policy.

**NOTE: The negotiated ICR agreement may cover an indefinite number of years.**

- ADO (responsible for signing the RSA)

- Must be fully cognizant of RSA policy and procedures.
- Negotiates awards, administers, suspends, closes out, and/or terminates the RSA.
- Conducts ICR negotiations with the Cooperator, as determined by Area policy.
- Determines the method of payment for the RSA.
- Determines the frequency of reporting requirements.
- Ensures the ADODR has a written delegation of authority.
- Ensures the RSA is initiated and approved in ARIS/AIMS (See [ARIS/AIMS Manual, Chapter 4D, Extramural/Outgoing Agreements](#)).
- Provides a copy of obligating documents and invoices to ARS Operations Section or the ABFO for certification and processing.
- The ADO must also perform the following:

**Pre-award**

- a. Verify the eligibility of the proposed Cooperator, including review of the [Debarred and Suspended Database](#).
- 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 the vendor code for the accounting system.
- e. Obtain and evaluate the Cooperator's pricing information to ensure costs are allowable, allocable, and reasonable.
- f. Verify the requested goods and/or services are allowable, allocable, and reasonable in accordance with the "Authorized Use" section of this P&P and the Office of Management and Budget Circular A-21, *Cost Principles for Educational Institutions*.
- g. Request an agreement number from the Area EAS.
- h. Review all data fields in ARIS/AIMS for accuracy and completeness of the RSA information.
  - o The RSA Budget/SOW must, at a minimum, include:
    - A description and amount of the supplies, materials, and/or services to be received.
    - Listing of occupational categories with duties.
    - Dates or timeframe for the delivery of goods or performance of services.
- i. Approve and submit the RSA to the Cooperator for signature.

### **Post-Award**

- a. Maintain the "official" RSA file.
- b. Monitor the Cooperator's 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 based on expenditures and changing program needs, as required.
- d. Ensure the ADODR reviews and approves MRs.
- e. Initiate closeout of the RSA within 90 days of the expiration date.

**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 the National Finance Center, ARS Operations Section or ABFO for certification and processing.

**For HHS/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. Compare the MR against the disbursement activity in HHS/PMS.

▪ **ADODR**

- Must be fully cognizant of RSA policies and procedures.
- Must have a current, written delegation of authority to serve as the ADODR.
- Establishes the intent to use the RSA, during the ARMPS cycle, by completing the ARMPS Extramural Plan.
- Consults with the ADO for guidance on what can and cannot be accomplished using a RSA.
- Identifies the RSA requirements.
- Ensures data entry of ARIS/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 also perform the following:

### **Pre-award**

- a. Forward an approved Extramural Plan to the ADO.
- b. Consolidate the unit's requirements.
- c. Ensure RSA is initiated and approved in ARIS/AIMS.

**NOTE: The RSA Budget/SOW must, at a minimum, include:**

- **A description and amount of the supplies, materials, and/or services to be received.**
  - **Listing of occupational categories with duties.**
  - **Dates or timeframe for the delivery of goods or performance of services.**
- d. Approve the RSA in the ARIS/AIMS database (approval submits the RSA to the ADO level for execution).

### **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.

## **10. Amendments**

The modification of the RSA requires the execution of an amendment. Amendments are subject to the same approvals, policies, and procedures as the initial agreement. Amendments can be used to, but are not limited to:

- Extend the period of performance, not to exceed 12 months.
- Add or delete services.
- Increase or decrease funds.
- Change the Principal Investigator.

## 11. Closeout

The ADO is required to promptly close all expired RSAs as prescribed in [P&P 703.0, Closeout of Extramural Agreements](#), and while doing so, verify that the Cooperator has satisfied all requirements to provide goods and/or services to the Agency

## 12. 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</b> (2 digits)	<b>1234</b> (4 digits)	<b>1</b> (1 digit)	<b>123</b> (3 digits)
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

SHERRI L. CARROLL  
Director, Extramural Agreements Division  
Administrative and Financial Management