COOPERATIVE AGREEMENT (agreement number)
Between
United States Department of Agriculture
Office of Tribal Relations
and the
INSERT COOPERATOR NAME

Table of Contents

1. Purpose
2. Authority
3. Statement of Work
4. Funding Information
5. General Provisions

1. Purpose

The United States Department of Agriculture (USDA), Office of Tribal Relations (OTR) and the COOPERATOR to enter into this agreement to INSERT PURPOSE OF AGREEMENT.

In accordance with all applicable laws, regulations, and polices, including the trust responsibilities of the Federal government, and in furtherance of the government-to-government relationship between the Federal government and Federally recognized tribal governments.

The agreement period will be INSERT PERIOD OF PERFORMANCE through 180 days or when the project is completed, whichever is earlier.

2. Authority

The parties are authorized to enter into this agreement pursuant to ENTER AUTHORITY CITATION.

3. Statement of Work

See attachment B

4. Funding Information

OTR's Accounting number is ENTER ACCOUNTING NUMBER. ENTER COOPERATOR ACCOUNTING NUMBER.

5. General Provisions

A. Effective Date and Term:
   This agreement will be effective from ENTER EFFECTIVE DATE through 180 days or when the project is completed, whichever is earlier.
B. Points of Contact
   a. For OTR-ENTER OTR POC or their designee or successor will serve as lead project director.
   b. For COOPERATOR, ENTER COOPERATOR POC.

C. This agreement is between OTR and COOPERATOR:
   i. OTR is an office of USDA and will be substantially involved in carrying out the activities contemplated under this addendum.
   ii. ENTER BACKGROUND OF COOPERATOR.

D. Privacy Provisions:
THE COOPERATOR shall abide fully by the privacy provisions contained in "Information Gathering" found at section 1619 of Public Law 110-246 (codified at 7 U.S.C. 8791) and the "Privacy of Personal Information Relating to Natural Resource Conservation Programs," found at section 2004 of Public Law 107-171 (codified at 16 U.S.C. 3844(b)).

E. Approvals:
The signatories hereby certify that they have authority to enter into this agreement, and by their signatures do hereby enter into this agreement.

F. Standard Provisions:
   i. It is mutually understood and agreed that:
      a. Billings for reimbursement for the project shall be submitted by THE COOPERATOR to OTR on Standard Form SF-270 with an itemized list of expenditures. Billings will cite the agreement number, remittance address, and billing period. Furthermore, submission of Financial Status Report SF-269A is required quarterly. Payment will be issued by the Agency to awardee following review and approval by OTR and USDA. Forms SF-270 and SF-269A shall be submitted electronically to Tribal.Relations@usda.gov or via standard delivery service to:

         Using U.S. Postal Mail or Using Overnight Delivery other than U.S. Postal Service

         Director
         USDA Office of Tribal Relations
         1400 Independence Avenue, SW
         Whitten Building 501-A
         Washington, DC 20250

      b. As a condition of this agreement, the awardee assures and certifies that it is in compliance with, and will comply in the course of this agreement with, all applicable laws, regulations, Executive Orders, applicable cost principles, and other applicable requirements, including those in 2 CFR parts 200, 400, and 415; 7 CFR part 3 (USDA Debt Management Regulations), which are hereby incorporated by reference, and such other statutory provisions as are specifically set forth herein.

      c. The following certifications and forms are required and will become a part of this agreement:
         1. Standard Form SF-424, "Application for Federal Assistance";
         2. Standard Form, SF-424A, "Budget Information-Non-Construction Programs";
         3. Form AD-1049, "Certification Regarding Drug-Free Workplace Requirements (Grants) alternative 1- For Grantees Other Than Individuals";
         4. Form AD-1047, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions";
         5. Standard Form, SF-LLL, "Disclosure of Lobbying Activities";
         6. Standard Form, SF-424B, "Assurances-Non-Construction Programs"; and
         7. Civil Rights Assurance Agreement.

d. THE COOPERATOR certifies that it will comply with the minimum wage and maximum hour provisions of the Federal Labor Standards Act.
e. The activities conducted under this agreement shall be in compliance with the nondiscrimination provisions contained in Titles VI and VII of the Civil Rights Act of 1964 and other applicable nondiscrimination statutes, including Section 504 of the Rehabilitation Act of 1973. The activities will also be in accordance with regulations of the Secretary of Agriculture (7 CFR part 15, subparts A & B), which provide that no person in the United States shall on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal for protected activity, or because all or part of an individual's income is derived from any public assistance programs, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program receiving Federal financial assistance from USDA or any agency thereof or in any program activity conducted by the Department.
f. The activities under this agreement shall be in compliance with Title V of the Drug-Free Workplace Act of 1988, 41 U.S.C. § 8103, as implemented in 2 CFR parts 182 and 421.
g. The following provisions apply to this agreement:
    1. 2 CFR Part 25, "Universal Identifier and System of Award Management"
    2. 2 CFR Part 170, "Reporting Subaward and Executive Compensation Information"
    3. 2 CFR Part 417, "Nonprocurement Debarment and Suspension"
    4. 2 CFR Part 418, "New Restrictions on Lobbying"
h. All organizations that receive Federal financial assistance under social services programs are prohibited from discriminating against beneficiaries on the basis of religion or religious belief. Accordingly, organizations, in providing services supported, in whole or in part, with Federal financial assistance, and in their outreach activities related to such services, are not allowed to discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief or a refusal to actively participate in a religious practice.
i. The Comptroller General of the United States, or his/her duly authorized representative and accredited representatives of USDA or cognizant audit agency, shall, until the expiration of three years after final payment under this agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the awardee, or any of its partners or contractors under this agreement, or transactions related to this agreement. These records must be maintained by the awardee for that period of time.
j. This agreement may be amended at any time by mutual written agreement of the parties.
k. All travel using Federal funds must be directly related to the work required to the work required under this agreement. All travel must comply with 31 U.S.C. § 1345, Federal Travel Regulations, and applicable cost principles.
l. Unpublished confidential data, information, or materials obtained or developed during the course of this agreement shall not be made available to other persons except as authorized by or required by OTR. THE COOPERATOR and OTR will protect from unauthorized disclosure the identity of project participants, which shall include but is not limited to name, identifying number, symbol, or other identifying characteristic assigned to the participants of

this project. THE COOPERATOR shall not use such identifying data or information for any purpose other than for carrying out its obligations under this agreement.

m. THE COOPERATOR shall be free to publish in professional, refereed journals information or data developed or collected (except confidential data or information) resulting from the activities under this agreement. THE COOPERATOR agrees to submit a copy of any such publication to OTR sixty (60) calendar days prior to publication for review to ensure that confidentiality of the deliverables is maintained and that OTR and the program have all been accurately represented, as determined by OTR. All educational and technical assistance materials developed by THE COOPERATOR remains the property of THE COOPERATOR; however, OTR has a non-exclusive, royalty-free, non-transferable, irrevocable license to reproduce, prepare derivative work and distribute copies of the deliverables so long as such deliverables are used for non-commercial educational or government purposes.

n. THE COOPERATOR must acknowledge USDA support, whether cash or in-kind, in any publications written or published with Federal support and, if feasible, on any publication reporting the results of, or describing, a Federally supported activity as follows: "This material is based upon work supported by the U.S. Department of Agriculture, Office of Tribal Relations under Agreement No. (enter the applicable agreement number here)."

o. THE COOPERATOR and OTR agree to be responsible and assume liability for their own wrongful or negligent acts or omissions, or those of its officers, agents, or employees, to the full extent required by law.

p. THE COOPERATOR will utilize the logo provided by OTR on all educational and promotional materials developed for this project. THE COOPERATOR may also use its and its partners' logos where appropriate.

q. No work shall be subcontracted to another entity without prior written approval by OTR. THE COOPERATOR shall remain responsible under this agreement when it subcontracts any responsibilities under this agreement.

r. The project will be reviewed by OTR prior to closeout to determine if unexpended funds need to be returned to the U.S. Treasury, in accordance with the applicable cost principles and 7 CFR part 3.

s. Section 508 of the Americans with Disabilities Act requires Federal departments and agencies that develop, procure, maintain, or use electronic and information technology to ensure that Federal employees and members of the public with disabilities have access to and use of information and data, comparable to that of the employees and members of the public without disabilities. Contractors providing services or products to Federal agencies must provide Section 508 compliant deliverables. For further information, visit www.Section508.gov.

t. The activities conducted under this agreement will be in compliance with the Trafficking Victims Protection Act of 2000 (TVPA), as amended.

   1. THE COOPERATOR, as the awardee, THE COOPERATOR's employees, sub recipients under this award, and sub recipients' employees, may not:
      A. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
      B. Procure a commercial sex act during the period of time that the award is in effect; or
      C. Use forced labor in the performance of the award or sub-awards under the award

2. OTR, as the Federal awarding agency may unilaterally terminate this award, without penalty, if the awardee or awardee's sub-recipient:
   A. Is determined to have violated a prohibition in paragraph t.1.; or
   B. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph t.1. through conduct that is either:
      i. Associated with performance under this award; or
      ii. Imputed to awardee or the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government Wide Debarment and Suspension (Nonprocurement)", and 2 CFR part 417 "Nonprocurement Debarment and Suspension [USDA]".
3. THE COOPERATOR must inform OTR immediately of any information it receives from any source alleging a violation of a prohibition in paragraph t.1.
4. OTR's right to terminate unilaterally that is described in paragraph t.2., above:
   A. Implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104 (g)), and
   B. Is in addition to all other remedies for noncompliance that are available to OTR under this award.
5. THE COOPERATOR must include the requirements of paragraph t.1. in any sub-award or sub-contract to a private entity.
6. Definitions. For purposes of this award term:
   A. "Employee" means either:
      i. An individual employed by awardee or a subrecipient who is engaged in the performance of the project or program under this award; or
      ii. Another person engaged in the performance of the project or program under this award and not compensated by awardee including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
   B. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
   C. "Private entity":
      i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
      ii. Includes:
         1. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
         2. A for-profit organization.
   D. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

G. The following documents are incorporated into this agreement in their entirety:
1. Attachment A: Agreement Budget dated INSERT DATE.
2. Attachment B: Statement of Work dated INSERT DATE.

UNITED STATES DEPARTMENT OF AGRICULTURE OFFICE OF TRIBAL RELATIONS

Date	**ENTER OTR SIGNATORY**

ENTER COOPERATOR

Date	**ENTER COOPERATOR SIGNATORY**