

**United States Department of Agriculture  
General Provisions  
Non-Funded Cooperative Agreements**

---

**1. PURPOSE AND SCOPE**

These provisions establish REE-wide standards for award and administration of non-assistance cooperative agreements, specifically the Non-Funded Cooperative Agreement, executed under the authority of Section 1472(b) of the National Agricultural Research, Extension, and Teaching Policy Act of 1977, as amended (7 U.S.C 3318(b)). These agreements are neither procurement nor assistance in nature, and therefore, are not subject to the Federal Grant and Cooperative Agreements Act of 1977. Accordingly, proper use of these cooperative agreements will promote and facilitate partnerships between the REE Agency and the Cooperator in support of research, extension, and education projects of mutual benefit to each party. In addition, these provisions supplement the uniform guidelines established in 7 CFR Part 550, General Administrative Policy for Non-Assistance Cooperative Agreements.

**2. PATENTS, PUBLICATIONS, AND INVENTIONS**

- a. "Subject Inventions" shall mean any invention conceived or first reduced to practice under this Agreement, and which is patentable or otherwise protected under Title 35 of the United States Code, under Section 2321 of Title 7 of the United States Code, et seq., or under the patent laws of a foreign country.
- b. Each party shall promptly make written disclosure to the other of each Subject Invention. Disclosed information shall be treated as confidential by the receiving party, until such time as a patent application is processed.
- c. Each party shall provide, as requested by the other, all information in its possession pertaining to a Subject Invention which may be necessary or useful in the reparation, filing, or prosecution of patent applications covering the Subject Invention.
- d. Publications and/or oral disclosure of Subject Inventions shall be delayed in order to preserve the United States and/or foreign patent rights, PROVIDED said patent protection shall be promptly and diligently sought.
- e. All rights, title, and interest in any Subject Invention made solely by employee(s) of the Agency shall be owned by the Agency.
- f. All rights, title, and interest in any Subject Invention made solely by at least one employee of the Agency and at least one employee of the Cooperator shall be jointly owned by the Agency and the Cooperator.
- g. All rights, title, and interest in any Subject Invention made solely by employee(s) of the Cooperator shall be owned by the Cooperator.

**3. EQUIPMENT**

Either party shall be free to furnish such equipment as may be needed. Equipment provided by the Federal Government shall remain the property of the Federal Government, subject to its removal or other disposition at any time. Equipment provided by the Cooperator shall remain the property of the Cooperator, subject to its removal or other disposition at any time.

**4. FINANCIAL MANAGEMENT**

This Agreement is to define in general terms the basis on which the parties concerned will cooperate and does not constitute the basis for financial obligations or expenditures. Each party will handle and expend its own funds. Any and all expenditures from Federal funds made in conformity with the plans outlined in this Agreement must be in accordance with Department and Agency rules and regulations, in each instance based upon appropriate fiscal documentations, such as a lease, contract, purchase order, cooperative agreement, letter of authorization, etc.

The responsibilities assumed by the cooperating parties are contingent upon the availability of funds from which the expenditures may be legally made.

**5. CORRESPONDENCE**

Copies of correspondence and documentation regarding this Agreement shall be sent by the originating party to the Authorized Departmental Officer citing the Agreement Number.

**6. ORDER OF PRECEDENCE**

- a. Federal Statutes
- b. 7 CFR Part 550, General Administrative Policy for Non-Assistance Cooperative Agreements
- c. REE-29, General Provisions
- d. Statement of Work