



Hunt Institute for Botanical Documentation
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Statement on harmful and offensive content

The Hunt Institute Archives contains hundreds of thousands of pages of historical content, writing and images, created by thousands of individuals connected to the botanical sciences. Due to the wide range of time and social context in which these materials were created, some of the collections contain material that reflect outdated, biased, offensive and possibly violent views, opinions and actions. The Hunt Institute for Botanical Documentation does not endorse the views expressed in these materials, which are inconsistent with our dedication to creating an inclusive, accessible and anti-discriminatory research environment. Archival records are historical documents, and the Hunt Institute keeps such records unaltered to maintain their integrity and to foster accountability for the actions and views of the collections' creators.

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About the Institute

The Hunt Institute for Botanical Documentation, a research division of Carnegie Mellon University, specializes in the history of botany and all aspects of plant science and serves the international scientific community through research and documentation. To this end, the Institute acquires and maintains authoritative collections of books, plant images, manuscripts, portraits and data files, and provides publications and other modes of information service. The Institute meets the reference needs of botanists, biologists, historians, conservationists, librarians, bibliographers and the public at large, especially those concerned with any aspect of the North American flora.

Hunt Institute was dedicated in 1961 as the Rachel McMasters Miller Hunt Botanical Library, an international center for bibliographical research and service in the interests of botany and horticulture, as well as a center for the study of all aspects of the history of the plant sciences. By 1971 the Library's activities had so diversified that the name was changed to Hunt Institute for Botanical Documentation. Growth in collections and research projects led to the establishment of four programmatic departments: Archives, Art, Bibliography and the Library.

Date

JUL 23 1976

Data Systems Application Division
RAL Building
Beltsville, Maryland 20705

July 16, 1976

Subject: Administrator's Staff Conference
(National Geroplasm Study)

To: Roger Smith, DSAD
Richard Sooy, DSAD

I would like either or both of you to be present at the Administrator's Staff Conference on Tuesday, July 27 during the discussion of the National Geroplasm Study. The meeting will be held in Room 3109 of the South Building at 8:45 a.m. The discussion on geroplasm is scheduled to be the fourth item on the agenda so please arrange to be there from about 9:20 a.m. until the session is completed.

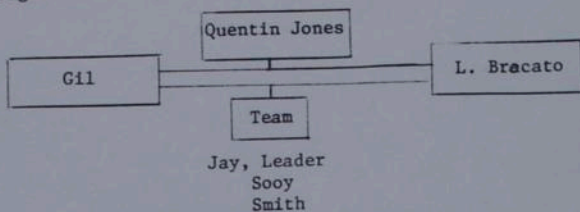
Quentin Jones will give a brief introduction and Gil Marsh will discuss the cooperative agreement with emphasis on the participation and cooperation required from ARS. You should be present to field any technical question that may arise.

Louis J. Brocato
Director

cc: G. F. Sedgwick, OA
Q. Jones, NPS
E. L. Cooper, DSAD
E. R. DeClara, DSAD
G. M. Hersh, Univ. of Colorado ✓

Jay's NOTES from meetings during USDA trip, June 28-30, 1976

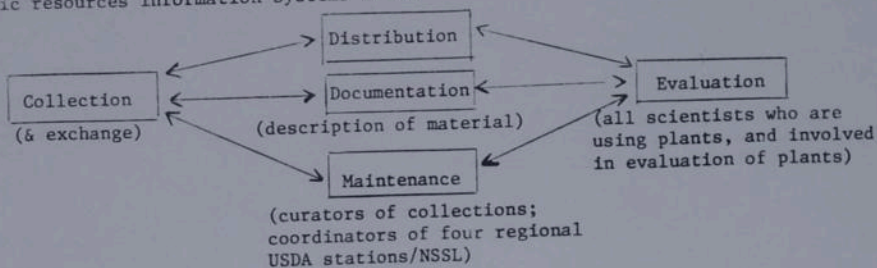
Decision making organization for USDA project



L. Bracato is the Head of DSAD (Data Systems Applications Division of USDA). He supervises Ron DeClark and someone else; Sooy is under the supervision of DeClark and Smith is under the other person.

Meeting Notes

Jones' description of the duties of the organizational structure of genetic resources information systems in US:



Jones said that materials went from collections to GPS to FPS. He included genetic resources materials in germplasm systems.

Jones talked about organizations of four regional stations to scientists in genetic resources systems:

1. ARS Plant Germplasm Coordination Committee (overall responsibility for germplasm genetic resources in US)
2. National Plant Germplasm Committee (part of a regional technical committee, but do not know what they do)
3. National Plant Genetic Resources Board (according to Jones, genetic resources has broader aspects, because it includes genetic vulnerability)
4. National Germplasm Laboratory (responsibilities include incoming and outgoing plant materials which are under the direction of the Principal Plant Introductions Officer)

Need to know what each participant does; how activities are coordinated; or if activities are coordinated.

General comments about this structure in respect to the diagram

Study to deal with: responsibilities of various priorities;
organization of itself;
links between participants within the organization;
perceived priorities of the scientists and administrators.

Comments (and points of investigations) we are trying to accomplish:

1. decision $\left\{ \begin{array}{l} \text{historical} \\ \text{current} \end{array} \right.$

and activities
and flow

(operational focus we are trying to come
to for broader action)

- 2. identification of problems
 critical
 non-critical
 (by participants)

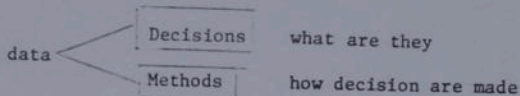
- 3. requirements of system
 immediate
 long term
 (methods to facilitate better communication once system is formalized)

- 4. criteria for performance of system (for making changes):

- lower cost
- maximum overall benefit
- acceptance or attempted consensus
- ease of introduction
- cooperative participation in any changes that may come about

making recommendations for implementation of a more formal genetic resources system (recommendations for change)

We are trying to link decisions and methods for making decisions within the system better by working with the data of the system



Operational Methods

- 1. study team composition
- 2. determine rules and techniques - and how the team operates
 - reporting
 - communication
 - acting
- 3. establish procedures for the work (for example, who do we see, and when)
 - a. identification of participants
 - there will be continual building upon this list

- b. scheduling of interviews with these participants
 - c. development and uses of techniques of the investigation (for example, surveys and questionnaires)
4. lead to development of the description
- a. probing
 - b. testing (need not be formal)
 - c. feedback

During this study, we should push for acceptance and continuation; i.e., take advantage of all possible opportunities

NOTES:

- A. establish computer account number - \$20,000 for using computer time
-temporary number is WCC 1404025406
- B. keep memos on all phone conversations
- C. presentation is July 27
Edminster, Director of ARS
Long, Assistant Secretary of Agriculture

Column 1

Collections

Descriptors

Scientists/Administrators

Computer Program

Communication Methods

Column 2

(information on)

what they are

utilizing what

Column 3

(assessments of characteristics)

standardizations

influence of certain scientists

performance (evaluation criteria)

usability of catalogs
(PR tool or real usability)

Immediate Concerns:

1. need to get information together in an organized manner (Gil's notebook)
2. publications in the house
either separate library, or copy reference file of this information now on cards in library
3. Talk to Jim Hanley about programs
4. Get summary from Allan about data from Beltsville and Ft. Collins

As of Friday's mail,
the attached is an
update of the USDA/ARS
proposal.

A

Dave

UNITED STATES DEPARTMENT OF AGRICULTURE RESEARCH AGREEMENT		AGREEMENT NO. 12-14-0605-141
DEPARTMENT AGENCY (Name and Address) Agricultural Research Service Washington, D.C. 20250		FEDERAL OBLIGATION \$50,000
EDUCATIONAL INSTITUTION (Name and Address) University of Colorado Taximetrics Laboratory Boulder, Colorado 80304		PERIOD OF AGREEMENT One year FROM Date of final signature TO _____
AUTHORIZED DEPARTMENTAL OFFICER T. W. Edminster, Administrator	AUTHORIZED PRINCIPAL INVESTIGATOR Gilbert N. Hersh, University of Colorado	
TITLE OF PROJECT Feasibility Study for a U.S. National Genetic Resources Data and Information System	AGREEMENT AUTHORITY XXXXXXXX XXXXXX COOPERATIVE AGREEMENT Specific	

PROVISIONS

revised and attached

This agreement includes: 1. The General Provisions for Research Agreements, Form AD-452, which is ~~XXXXXXXXXXXXXXXXXXXX~~
~~XXXXXXXX~~ 2. The attached Statement of Work; and 3. Such other requirements as are attached hereto or incorporated by reference
and identified as follows:

\$5,000 Advance Payment Authorization

EDUCATIONAL INSTITUTION AGREEMENT

The Educational Institution accepts this agreement and certifies that it:

- has, has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause herein and has filed compliance reports where required.
- has, has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the contractor) to solicit or secure this contract, and
- has, has not, paid or agreed to pay to any company or person (other than a full-time bona fide employee working solely for the contractor) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract, and agrees to furnish information relating thereto as requested by the contracting officer.

BY: _____
Signature

Date _____

Title

~~XXXXXXXXXXXXXXXXXXXX~~
~~XXXXXXXXXXXXXXXXXXXX~~

FOR THE UNITED STATES DEPARTMENT OF AGRICULTURE

BY: _____
Signature

Date _____

Authorized Departmental Officer

Title

Authorized Departmental Officer's
Designated Representative:
Dr. Quentin Jones, Staff Scientist,
USDA, ARS, National Program Staff
Rm. 331, Bldg. 005, BARC-West
Beltsville, Maryland 20705

This agreement is made and entered into by and between the University of Colorado, Taximetrics Laboratory, hereinafter referred to as the Cooperator, and the U.S. Department of Agriculture, Agricultural Research Service, hereinafter referred to as ARS.

WHEREAS, the Cooperator and ARS share a mutual interest in the development of a feasibility study for the purpose of establishing a National Genetic Resource Data and Information System;

WHEREAS, the Cooperator and ARS are both concerned with the development of an operational plan and prototype elements of a system to serve our national requirements and those of the international network of plant genetic resources centers;

WHEREAS, there is a critical need for a nationally unified program to assemble, analyze, and retrieve information on crop germplasm resources through the utilization of a computer-assisted system;

FURTHER, it is the intention of the parties hereto that the cooperation outlined in this agreement shall be for their mutual benefit and the benefit of the people of the United States;

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties hereby mutually agree, as follows:

A. The Cooperator Agrees To:

1. Diligently plan and conduct jointly with staff members of the Data Systems Application Division (DSAD) and other personnel of ARS a careful analysis of the requirements of a computer-assisted data and information system to service the National Plant Germplasm Program.
2. Work with counterpart ARS personnel and with descriptions furnished by ARS of the National Plant Germplasm Program and collections maintained in that Program to initiate the study with a planning and orientation session. Participants in this session will include representatives from (a) the National Program Staff, ARS; (b) the DSAD, ARS; (c) the National Plant Germplasm Committee; (d) the Taximetrics Laboratory, University of Colorado; and (e) other appropriate people as mutually agreed.
3. Provide laboratory space, equipment, and supplies for Taximetrics Laboratory personnel needed to acquire information and perform evaluations, as follows:
 - a. Description of the ongoing germplasm activities in the U.S. National Plant Germplasm Program with regard to data/information flow and processing needs. Specific consideration will be given to:
 - the National Seed Storage Laboratory, Fort Collins, Colorado;

- the Regional Plant Introduction Stations (Geneva, New York; Experiment, Georgia; Ames, Iowa; Pullman, Washington);
 - germplasm curators such as the small grains collection, Beltsville, Maryland; potatoes, Sturgeon Bay, Wisconsin; sweet sorghum, Meridian, Mississippi; cotton, Stoneville, Mississippi, College Station, Texas, and Phoenix, Arizona; peanuts, University of Florida, Gainesville, Florida; soybean, Urbana, Illinois, Stoneville, Mississippi; and others that may be mutually agreed upon as study progresses.
- b. Analyses of the data flow processes and facilities for each of the activities under a., above.
- c. Description of the data transfer and communication links between operating points in the system (i.e., collectors, curators, distributors, and evaluators), emphasizing national needs and considering international compatibility.
- d. Description of data management requirements as expressed by users of genetic resources data.
- e. Collect and assemble pilot data for some of the crops held in collections listed in a., above, specifically the following collections: the National Seed Storage Laboratory, small grains collection, potatoes, sweet sorghum, cotton, beans, maize, and (vitis). Capture the different types of descriptors for these data to generate a classification scheme(s) to satisfy the data management requirements.
- f. Develop and test a computerized data base using the data from e., above, to assess:
- computerized methods (software) and machines (hardware)
 - use and cost effectiveness of the methods and machines for several different user situations
- g. Using the results from f., above, evaluate the costs of modifying the current activities.
4. Use information and assessments from 2. and 3., above, and from previous and current studies of the requirements and organization of a Genetic Resources Communication Information and Documentation System (GRCIDS), being developed for the international network of plant genetic resources centers by the Taximetrics Laboratory, to develop a plan of alternative investment strategies for establishing a formal U.S. National Genetic Resources Data and Information System that can be functionally integrated with the developing international system (GRCIDS).

5. Maintain records of information and data gathered in the study and furnish reports in five copies acceptable to the ARS Authorized Departmental Officer or his Designated Representative (ADODR), as follows:

a. A report providing details of the plan of work developed in the joint ARS/Taximetrics Laboratory planning and orientation session. This report will be due one month from the date of execution of this agreement.

b. Reports tracking progress toward study objectives and highlighting any developments or problems that may require special attention as the study progresses. Such reports (two) will be due four months and eight months from date of execution of this agreement.

c. A final report, upon completion of the project, which will consist of a plan that ARS will be able to follow in establishing a U.S. National Genetic Resources Data and Information System. The plan will include alternative procedure strategies for different investment levels.

B. ARS Agrees To:

1. Cooperate fully with the Cooperator in planning and conducting the study and in drafting implementation strategies.

2. Provide 1.5 man-years from staff of DSAD to work in full cooperation with Taximetrics Laboratory staff in carrying out the objectives of the study.

3. Provide access to ARS germplasm collections and information concerning those collections and the assistance of germplasm curators in assembling information and data requirements of an individual crop or crop group.

4. Provide computer time and costs for carrying out activities described in 3.f., above. These services will be provided by DSAD, and the costs shall not exceed \$20,000.

5. Assist in defraying the cost of the project by partially reimbursing the Cooperator for labor or salary assistance, communications, expendable supplies and materials, and travel of Cooperator's employees engaged in this project, in an amount not to exceed \$50,000 during the period of this agreement.

C. It is Mutually Agreed and Understood:

1. That the project will be jointly planned, and data compiled under this agreement shall be prepared, analyzed, shared, and mutually interchanged by the parties.

2. That payment to the Cooperator will be made, as follows:
 - a. An advance payment will be authorized in the amount of \$5,000, upon final execution of this agreement.
 - b. \$5,000 upon receipt and acceptance by the ARS ADODR of a report detailing plan of work, as set forth in 5.a., above.
 - c. \$10,000 upon receipt and acceptance by the ARS ADODR of each of two progress reports, as set forth in 5.b., above.
 - d. \$20,000 upon receipt and acceptance by the ARS ADODR of the final report, as set forth in 5.c., above.
3. That reimbursement to the Cooperator for overhead costs on labor shall not exceed the approved federally audited rate.
4. That the results of the study herein outlined may be published jointly by the Cooperator and ARS or by either of these parties separately, but material prepared for publication by either shall be submitted to the other party for suggestions and approval prior to publication. In the event of disagreement, either party may publish material on its own responsibility, giving proper acknowledgment of cooperation.
5. That all conditions and provisions of this agreement shall become effective upon date of final signature and shall continue in full force and effect for the period of one year, unless amended or terminated by either party upon 60 days' notice in writing. ARS participation shall be contingent upon passage by the Congress of the United States of an appropriation of funds from which expenditures may legally be made.

UNITED STATES DEPARTMENT OF AGRICULTURE
GENERAL PROVISIONS
(Research Agreements)

1. DEFINITIONS

The following terms shall have the meanings set forth below:

(a) Agency

Any of the several agencies of the Department of Agriculture

(b) Authorized Departmental Officer

Any person authorized to sign Research Agreements with Educational Institutions on behalf of his Agency, or his properly designated representative.

(c) Cost Sharing

Participation by the educational institution in the cost of conducting the program.

(d) Department

The U.S. Department of Agriculture

(e) General Purpose Equipment

Nonexpendable property which is usable for activities other than activities directly related to the research, such as office equipment and furnishings, air conditioning, reproduction or printing equipment, motor vehicles, etc.

(f) Educational Institution

The educational institution with which the Research Agreement is made. An educational institution (1) has a faculty, (2) offers courses of instruction, (3) is authorized to award a degree or certificate upon completion of a specific course of study.

(g) Nonexpendable Property

Property which (1) costs \$300 or more, (2) is complete in itself, (3) does not lose its identity or become a component part of another when put into use, and (4) is of a durable nature with an expected service life of over 1 year.

(h) Research Agreement

A written agreement and amendments thereto between an agency and an educational institution to perform basic or applied research. Research Agreements will be documented on the following types of instruments, as appropriate: (Form AD-451 shall be used as a cover sheet; Form AD-452, General Provisions, is incorporated in Form AD-451 by reference).

(1) Contract - Agreement for work to be performed by one party for the other for consideration. When a contract is the award instrument used, the following factors will generally be present:

(a) Initiative should be with the agency that wishes a specific task to be performed.

(b) The task should be capable of being specified in detail.

(c) The purpose is to purchase a specific service or end product.

(d) The contract may specify the manner of performance or timing of the work.

(2) Grant - Agreement which provides for an agency to furnish money, property, or materials to an institution to be used in connection with research programs. When a grant is the award instrument used, the following factors will generally be present:

(a) Initiative generally comes from the grantee.

(b) The grantee should have substantial freedom to pursue its stated purpose.

(c) The agency purpose should be to aid or support.

(d) The agency does not, generally, need to specify the manner of performance or timing of the work.

(3) Cooperative Arrangement - An agreement which provides for mutual undertaking by the agency and the institution to perform research. When a cooperative arrangement (agreement) is the award instrument used, the following factors will generally be present:

(a) The agency and the institution cooperate in the project and are mutually interested in the objective.

(b) There should be mutual and shared responsibility in planning and conducting the project.

(c) There should be contributions by all parties.

2. PERIOD OF AGREEMENT

Except where prohibited by statute, extension of time for performance of this Agreement may be granted by the Authorized Departmental Officer for good cause.

3. PERIOD OF PERFORMANCE

The Institution shall advise the Authorized Departmental Officer when it has reason to believe that this research project cannot be completed within the period of performance set forth in this Agreement.

4. KEY PERSONNEL

Written approval of the Authorized Departmental Officer is required to change the principal investigator(s) or to continue the research work, without participation of the principal investigator(s), for a period in excess of three continuous months. A substantial reduction in the effort devoted to the work by the principal investigator requires approval of the Authorized Departmental Officer. The principal investigator(s) shall obtain prior written approval of the Authorized Departmental Officer before changing the objectives of the research effort as stated in the agreement or the phenomenon or phenomena under study.

5. RESEARCH ASSISTANCE

No contract, subcontract, grant or other arrangement shall be made with any other party for performing all or any portion of this research project, except for service functions, without prior written approval of the Authorized Departmental Officer.

6. TRAVEL

Surface travel or less than first-class air accommodations shall be used where and when available for travel charged to this Research Agreement.

7. QUESTIONNAIRES AND SURVEY PLANS

In the event this Research Agreement involves the collection of identical information from ten or more persons other than Federal employees, the Institution shall submit to the Authorized Departmental Officer copies of all questionnaires and survey plans for transmittal to the Office of Management and Budget for approval prior to their use, in accordance with the Federal Reports Act of 1942, 44 USC 3501 et seq.

8. ADVERTISING

Manufacturers, distributors or other persons whose product has been approved by the Department for industry or other public use in connection with this Agreement shall be prohibited from use of agency approval documents, or reference thereto, in their advertising literature or in any other way that indicates endorsement of the product by the Department.

9. RECORDS AND REPORTS

(a) The Institution shall maintain records and shall furnish reports with respect to the status and progress of this research project as provided for herein or as may be required by the Authorized Departmental Officer.

(b) The Institution shall maintain such records of expenditures for this research project, and separate records of expenditures on this project made from funds provided by it and from other sources, as is necessary to facilitate an effective audit.

(c) Accounting records subject to audit shall be maintained to demonstrate when applicable the total actual cost-sharing from non-Federal sources to the planned research as proposed and approved.

(d) Fiscal reports shall accompany a program report as specified in this Research Agreement. A final fiscal accounting shall be rendered.

10. AUDIT-RECORDS

The Comptroller General of the United States or his duly authorized representative and accredited representatives of the Department of Agriculture 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 Institution or any of its subcontractors engaged in the performance of or involving any transactions related to this Agreement.

11. ESTIMATED COSTS

The estimated costs set forth in the budget are for the purpose of estimating total cost only and may therefore differ from the actual cost incurred. Reimbursement shall be made only for allowable costs.

(a) Except as may be otherwise specifically provided in this Agreement, the determination of allowable costs shall be in accordance with OMB Circular A-21 (Revised)

(b) The Institution shall advise the Authorized Departmental Officer when it has reason to believe that this research project cannot be completed within the estimated cost.

(c) The Department shall not be obligated to reimburse the Institution for costs incurred in excess of the total estimated cost; and the Institution shall not be obligated to continue performance that will incur costs in excess of such total estimated cost.

(d) The Authorized Departmental Officer shall be kept informed of contemplated major changes of the cost estimates and the reasons therefor. Expenditures requiring prior approval in writing from the Authorized Departmental Officer are:

(1) Foreign travel must be specifically approved for each separate trip. Foreign travel is any travel outside of Canada and the United States and its territories and possessions.

(2) Domestic travel exceeding the amount allocated for such travel by \$500.00 or 25 percent whichever is greater.

(3) Personnel movements of a special or mass nature not approved in the budget.

(4) Purchase of general purpose equipment not itemized in the approved budget.

(5) Purchase of permanent research equipment costing \$1,000 or more and not itemized in the budget.

(6) Expenditures for nonexpendable property exceeding the amount allotted for the nonexpendable property category by 25 percent.

(7) Expenditures for the acquisition of land or any interest therein.

12. PAYMENT

Advance payments or reimbursements of cost incurred will be made at scheduled intervals by the Authorized Departmental Officer. The frequency of the payment interval will be based upon cash needs.

13. DISBURSING FUNDS

Federal employees are prohibited from receiving funds of or disbursing funds of the Institution unless otherwise provided for in this Agreement.

14. CONVICT LABOR

In connection with the performance of the research work under this Agreement the Institution agrees not to employ any person undergoing sentence of imprisonment at hard labor.

15. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Institution for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this Agreement without liability or in its discretion to deduct from the cost or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

16. OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.

17. PATENT PROVISIONS AND PUBLICATION OF RESULTS

(a) General. With respect to the publication of any results of the research conducted under this Agreement, it is agreed that the results may be made known to the public by either party after due notice and submission of the proposed manuscript to the other, with such credit or recognition as may be mutually agreed upon: Provided, That full responsibility is assumed by such party for any statements on which there is a difference of opinion: And provided further, that no copyrights shall subsist in any such publication.

(b) For Agreements Documenting Cooperative Arrangements with Public Institutions. Any invention resulting from this cooperative work and made jointly by an employee or employees of the United States Department of Agriculture and the Cooperator or an employee or employees of the Cooperator shall be fully disclosed, either by publication or by patenting in the United States, and any such United States patent shall either be dedicated to the free use of the people in the territory of the United States or be assigned to the United States of America or be assigned to the Cooperator, as may be mutually agreed upon by the parties hereto: Provided, that in the event of assignment to the cooperator, the Government shall receive an irrevocable, nonexclusive, royalty-free license under the patent, throughout the world, to practice the invention for all government purposes: And provided further, that non-exclusive, royalty-free licenses shall be issued by the Cooperator to any and all applicants

technically competent to make use of the patent: Provided, that where the assignment is to the Government, it shall be of the domestic patent rights. Where the domestic patent rights are so assigned, the United States Department of Agriculture shall have an option to acquire the foreign patent rights in the invention on which an application for a United States patent is filed, for any particular foreign country, said option to expire in the event that the Government fails to cause an application to be filed in any such country on behalf of the Government or determines not to seek a patent in such country within six months after the filing of the application for a United States patent on the invention. Where the domestic patent rights are assigned to the Government, the employee shall grant to the Government a nonexclusive, irrevocable, royalty-free license in any patent which may issue thereon in any foreign country, including the power to issue sub-licenses for use in behalf of the Government and/or in furtherance of the foreign policies of the Government, and said license shall also include the power to sub-license American licensees under Government-owned United States patents to practice the invention without payment of royalty or other restriction in any foreign country wherein a corresponding patent may issue to the employee or his foreign assignee. Any invention made independently by an employee or employees of the United States Department of Agriculture or by the Cooperator or an employee or employees of the Cooperator shall be disposed of in accordance with the policy of the United States Department of Agriculture or the Cooperator, respectively: Provided, That in the event the invention is made solely by an employee or employees of the Cooperator, the Cooperator shall grant or shall obtain from the assignee of any patent issued on said invention an irrevocable, non-exclusive, world-wide, royalty-free license for the Government, for all governmental purposes: And provided further, In the event the invention is made solely by an employee or employees of the Cooperator, that unless the Cooperator or his assignee has taken effective steps within three years after a patent issues on the invention to bring the invention to the point of practical application or has made the invention available for licensing royalty-free or on terms that are reasonable in the circumstances, or can show cause why he should retain the principal or exclusive rights for a further period of time, the Government shall have the right to require the granting of a license to an applicant on a non-exclusive, royalty-free basis. 1/

(c) For Agreements Documenting Cooperative Arrangements with Private Institutions. Any invention resulting from this cooperative work and made jointly by an employee or employees of the United States Department of Agriculture and a Cooperator or an employee or employees of a Cooperator shall be fully disclosed, either by publication or by patenting in the United States. The domestic patent rights in any such United States patent shall either be dedicated to the free use of the people in the territory of the United States or be assigned to the Government of the United States of America, as represented by the Secretary of Agriculture, and the Government shall have the right to require the granting of a license to an applicant on a non-exclusive, royalty-free basis. 1/

1/ The term "inventions" in this subparagraph includes new plant varieties; and the term "patent" includes Plant Variety Certificates.

tary of Agriculture. Where the domestic patent rights are assigned to the Government, the United States Department of Agriculture shall have an option to acquire the foreign patent rights in the invention on which an application for a United States patent is filed, for any particular foreign country, said option to expire in the event that the Government fails to cause an application to be filed in any such country on behalf of the Government or determines not to seek a patent in such country within six months after the filing of the application for a United States patent on the invention. Where the domestic patent rights are assigned to the Government, but the foreign patent rights are retained by an employee, the employee shall grant to the Government a nonexclusive, irrevocable, royalty-free license in any patent which may issue thereon in any foreign country, including the power to issue sub-licenses for use in behalf of the Government and/or in furtherance of the foreign policies of the Government, and said license shall also include the power to sub-license American licensees under Government-owned United States patents to practice the invention without payment of royalty or other restriction in any foreign country wherein a corresponding patent may issue to the employee or his foreign assignee. Any invention made independently by an employee or employees of the United States Department of Agriculture or by a Cooperator or an employee or employees of a Cooperator shall be disposed of in accordance with the policy of the United States Department of Agriculture or a Cooperator, respectively: *Provided*, That in the event the invention is made solely by an employee or employees of the Cooperator, the Cooperator shall grant or shall obtain from the assignee of any patent issued on said invention an irrevocable, non-exclusive, world-wide, royalty-free license for the Government, for all governmental purposes: *And provided further*, In the event the invention is made solely by an employee or employees of the Cooperator, that unless the Cooperator or his assignee has taken effective steps within three years after a patent issues on the invention to bring the invention to the point of practical application or has made the invention available for licensing royalty-free or on terms that are reasonable in the circumstances, or can show cause why he should retain the principal or exclusive rights for a further period of time, the Government shall have the right to require the granting of a license to an applicant on a nonexclusive, royalty-free basis. 1/

(d) For Agreements Documenting Grants or Contracts. The public shall be granted all benefits of any patentable results of all research and investigations conducted and all information, data and findings developed under this Agreement, through dedication, assignment to the Secretary, publication, or such other means as may be determined by the Authorized Departmental Officer. 2/

(1) With respect to patentable results and in accordance with this clause, the Institution agrees:

(i) To cooperate in the preparation and prosecution of any domestic and foreign patent application which the Department may decide to undertake covering the subject.

(ii) To execute all papers requisite in the prosecution of such patent application including assignment to the United States and dedications.

(iii) To secure the cooperation of its employees in the preparation and the execution of all such papers as may be required in the prosecution of such patent applications or in order to vest title in the subject matter involved in the United States or to secure the right of free use in public. It is understood, however that the making of prior art searches, the preparation, filing, and prosecution of patent applications, the determination of questions of novelty, patent-ability, and inventorship, as well as other functions of a patent attorney, are excluded from these duties.

(2) With respect to nonpatentable results of research and investigations and information concerning the research work, which the Authorized Departmental Officer determines will not form a basis of a patent application, it is agreed that results may be made known to the public by either party after due notice and submission of the proposed manuscript to the other, with such credit or recognition as may be mutually agreed upon, provided that full responsibility is assumed by such party for any statements on which there is a difference of opinion, and provided further that no copyrights shall subsist in any such publication.

18. TERMINATION FOR CONVENIENCE OF THE GOVERNMENT

(a) The performance of the research work under this Agreement may be terminated, in whole or from time to time in part, by the Government whenever for any reason the Authorized Departmental Officer shall determine that such termination is in the best interest of the Government. Termination of the research work hereunder shall be effected by delivery to the Institution of a Notice of Termination specifying the extent to which performance under this Agreement is terminated and the date upon which such termination becomes effective.

(b) After receipt of the Notice of Termination the Institution shall cancel its outstanding commitments hereunder covering the procurement of materials, supplies, equipment, and miscellaneous items. In addition, the Institution shall exercise all reasonable diligence to accomplish the cancellation or diversion of his outstanding commitments covering personal services and extending beyond the date of such termination to the extent that they relate to the performance of any work terminated by the notice. With respect to such canceled commitments the Institution agrees to (1) settle all outstanding liabilities and all claims arising out of such cancellation of commitments, with the approval or ratification of the Authorized Departmental Officer, to the extent he may require, which approval or ratification shall be final for all purposes of this clause, and (2) assign to the Government, in the manner, at the time, and to the extent directed by the Authorized Departmental Officer, all of the right, title, and interest of the Institution under the orders and subcontracts

2/ The term "results" as used herein includes new plant varieties protectable by either patents or Plant Variety Certificates.

GENERAL PROVISIONS (Research Agreements)

FORM AD 452 (REV. 4-73)
AGPR (41 CFR) 4-16.350-452

so terminated, in which case the Government shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

(c) The Institution shall submit its termination claim to the Authorized Departmental Officer promptly after receipt of a Notice of Termination, but in no event later than one year from the effective date thereof, unless one or more extensions in writing are granted by the Authorized Departmental Officer upon written request of the Institution within such one-year period or authorized extension thereof. Upon failure of the Institution to submit its termination claim within the time required by the Department's procedures in effect as of the date of execution of this Agreement, the Department shall determine on the basis of information available to it, the amount, if any, due the Institution by reason of the termination and shall thereupon pay to the Institution the amount so determined.

(d) Any determination of costs under paragraph (c) shall be governed by the cost principles set forth in OMB Circular A-21 (Revised).

(e) Subject to the provisions of paragraph (c) above, and subject to any review required by the Department's procedures in effect on the date of execution of this Agreement, the Institution and the Authorized Departmental Officer may agree upon the whole or any part of the amount or amounts to be paid to the Institution by reason of the termination under this clause, which amount or amounts may include any reasonable cancellation charges thereby incurred by the Institution and any reasonable loss upon outstanding commitments for personal services which it is unable to cancel: *Provided however*, That in connection with any outstanding commitments for personal services which the Institution is unable to cancel, the Institution shall have exercised reasonable diligence to divert such commitments to its other activities and operations. Any such agreement shall be embodied in an amendment to this Agreement and the Institution shall be paid the agreed amount.

(f) The Government may from time to time, under such terms and conditions as it may prescribe, make partial payments against costs incurred by the Institution in connection with the termination portion of this Agreement, whenever, in the opinion of the Authorized Departmental Officer, the aggregate of such payments is within the amount to which the Institution will be entitled hereunder. If the total of such payments is in excess of the amount finally agreed upon or determined to be due under this clause, such excess shall be payable by the Institution to the Government upon demand: *Provided*, That if such excess is not so paid upon demand, interest thereon shall be payable by the Institution to the Government at the rate of 6 percent per annum, beginning 30 days from the date of such demand.

(g) The Institution agrees to transfer title to the Government and deliver in the manner, at the times, and to the extent, if any, directed by the Authorized Departmental

Officer, such information and items which, if this Agreement had been completed, would have been required to be furnished to the Government, including:

(1) Completed or partially completed plans, drawings, and information; and

(2) Material or equipment produced or in process or acquired in connection with the performance of the work terminated by the notice. Other than the above any termination inventory resulting from the termination of this Agreement may, with the written approval of the Authorized Departmental Officer, be sold or acquired by the Institution under the conditions prescribed by and at a price or prices approved by the Authorized Departmental Officer. The proceeds of any such disposition shall be applied in reduction of any payments to be made by the Government to the Institution under this Agreement or shall otherwise be credited to the cost of the research work covered by this Agreement or paid in such other manner as the Authorized Departmental Officer may direct. Pending final disposition of property arising from the termination, the Institution agrees to take such action as may be necessary, or as the Authorized Departmental Officer may direct, for the protection and preservation of the property related to this Agreement which is in the possession of the Institution and in which the Government has or may acquire an interest.

(h) Any disputes as to questions of fact which may arise hereunder shall be subject to the "Disputes" Clause of this Agreement if negotiated under authority cited at 41 CFR 4-3.5102-1.

19. EQUAL OPPORTUNITY

This clause shall be applicable as required by rules, regulations, and relevant orders of the Secretary of Labor (41 CFR, ch. 60).

(a) The Institution will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Institution will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Institution agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Authorized Departmental Officer setting forth the provisions of this Equal Opportunity clause.

(b) The Institution will, in all solicitations or advertisements for employees placed by or on behalf of the Institution, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(c) The Institution will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a

notice, to be provided by the Authorized Departmental Officer, advising the labor union or workers' representative of the Institution's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Institution will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Institution will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Institution's noncompliance with the Equal Opportunity clause of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be cancelled, terminated or suspended, in whole or in part, and the Institution may be declared ineligible for further Government research projects in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Institution will include the provisions of paragraphs (a) through (f) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Institution will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. *Provided* however, that in the event the Institution becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Institution may request the United States to enter into such litigation to protect the interests of the United States.

20. CERTIFICATION OF NONSEGREGATED FACILITIES

This clause shall be applicable as required by rules, regulations, and relevant orders of the Secretary of Labor (41 CFR, ch. 60). By the execution of this Agreement, the Institution certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and

that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Institution agrees that a breach of this certification is a violation of the Equal Opportunity clause in this Agreement. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. It further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES

A certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semi-annually, or annually).

21. DISPUTES

(a) Except as otherwise provided in this Research Agreement any dispute concerning a question of fact arising under this Research Agreement, not disposed of by agreement, shall be decided by the Authorized Departmental Officer, who shall reduce his decision to writing and furnish a signed copy to the Institution. Such decision shall be final and conclusive unless, within 30 days from the date of receipt thereof the Institution mails or otherwise furnishes to the Authorized Departmental Officer a written appeal, addressed to the Secretary of Agriculture. The Institution shall be afforded an opportunity to be heard and to offer evidence. The decision of the Secretary or his duly authorized representative for the determination of such appeals, shall be final and conclusive unless fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. Pending final decision

of a dispute hereunder, the Institution shall proceed diligently with the performance of the research agreement and in accordance with the Authorized Departmental Officers decision.

(b) This "Disputes" clause does not preclude consideration of law questions in connection with decisions provided for in paragraph (a) above: *Provided*, that nothing in this agreement shall be construed as making final the decision of any administrative official, representative or board on a question of law.

22. CHANGES

(This clause applies to Research Agreements only where a contract is the award instrument used) The Authorized Departmental Officer may at any time, by a written order, make changes in the specifications within the general scope of this Research Agreement. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this Research Agreement, an equitable adjustment shall be made in the price or time of performance, or both, and the Research Agreement shall be modified accordingly. Any claim by the Educational Institution for adjustment under this clause must be asserted within 30 days from the date of receipt by the Educational Institution of the notification of change. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this Research Agreement entitled "Disputes."

However, nothing in this clause shall excuse the Educational Institution from proceeding with the Research Agreement as changed.

23. PROTECTION OF HUMAN SUBJECTS OF RESEARCH

Safeguarding the rights and welfare of people used as subjects in research projects conducted by the Department or supported by the Department is a responsibility of the USDA agency conducting the research and the institution responsible for projects conducted with funds made available through the Department. Such research must protect the rights and welfare of the subjects, must assure that risks do not outweigh either potential benefits to the subjects or the expected value of the knowledge sought, and must assure each person the right of adequate and appropriate informed consent. In all research projects covered by this policy, selection of persons or groups for study shall be made without regard to sex, race, color, religion, or national origin unless these characteristics are factors to be studied. Any investigator planning a project that includes these characteristics as factors for classification must outline his plans and the justification for them clearly in his project statement and must obtain written approval of such plans from the Authorized Department Officer of the responsible agency before initiating research. Appropriate documentation should be kept when research includes members of minority groups selected as subjects of study because of their minority status.

SPECIFIC COOPERATIVE AGREEMENT

with

Taximetrics Laboratory
University of Colorado

in

collaboration with the

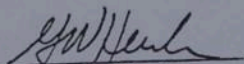
Institute of Behavioral Science
University of Colorado

The Requirements of a
Computer Assisted Data and Information System
which will service the
U.S. National Plant Germplasm Program

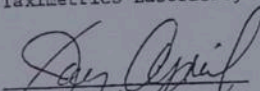
Period of Agreement:

Amount: \$50,000

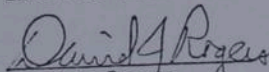
Principal Investigator:

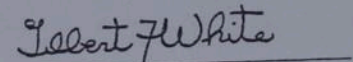

Gilbert N. Hersh
Research Associate,
Associate Director
Taximetrics Laboratory

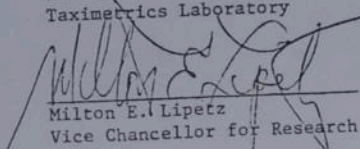
Co-Principal Investigator:


Jay E. April
Research Associate,
Associate Director
Taximetrics Laboratory

Institute Directors:


David J. Rogers
Director
Taximetrics Laboratory


Gilbert F. White
Director
Institute of Behavioral Science


Milton E. Lipetz
Vice Chancellor for Research
and
Dean of the Graduate School

ADODR: Quentin Jones
National Program Staff
BARC-West
Beltsville, MD 20705

This agreement is made and entered into by and between the University of Colorado, Taximetrics Laboratory, hereinafter referred to as the Cooperator, and the U.S. Department of Agriculture, Agricultural Research Service, hereinafter referred to as ARS.

WHEREAS, the Cooperator and ARS share a mutual interest in the development of a feasibility study for the purpose of establishing a National Genetic Resource Data and Information System;

WHEREAS, the Cooperator and ARS are both concerned with the development of an operational plan and prototype elements of a system to serve our national requirements and those of the international network of plant genetic resources centers;

WHEREAS, there is a critical need for a nationally unified program to assemble, analyze, and retrieve information on crop germplasm resources through the utilization of a computer-assisted system;

FURTHER, it is the intention of the parties hereto that the cooperation outlined in this agreement shall be for their mutual benefit and the benefit of the people of the United States;

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties hereby mutually agree, as follows:

A. The Cooperator Agrees To:

1. Diligently plan and conduct jointly with staff members of the Data Systems Application Division (DSAD) and other personnel of ARS a careful analysis of the requirements of a computer-assisted data and information system to service the National Plant Germplasm Program.

2. Work with counterpart ARS personnel and with descriptions furnished by ARS of the National Plant Germplasm Program and collections maintained in that Program to initiate the study with a planning and orientation session. Participants in this session will include representatives from (a) the National Program Staff, ARS; (b) the DSAD, ARS; (c) the National Plant Germplasm Committee; (d) the Taximetrics Laboratory, University of Colorado; and (e) other appropriate people as mutually agreed.

3. Provide laboratory space, equipment, and supplies for Taximetrics Laboratory personnel needed to acquire information and perform evaluations, as follows:

a. Description of the ongoing germplasm activities in the U.S. National Plant Germplasm Program with regard to data/information flow and processing needs. Specific consideration will be given to:

- the National Seed Storage Laboratory, Fort Collins, Colorado;

- the Regional Plant Introduction Stations (Geneva, New York; Experiment, Georgia; Ames, Iowa; Pullman, Washington);
 - germplasm curators such as the small grains collection, Beltsville, Maryland; potatoes, Sturgeon Bay, Wisconsin; sweet sorghum, Meridian, Mississippi; cotton, Stoneville, Mississippi, College Station, Texas, and Phoenix, Arizona; peanuts, University of Florida, Gainesville, Florida; soybean, Urbana, Illinois, Stoneville, Mississippi; and others that may be mutually agreed upon as study progresses.
- b. Analyses of the data flow processes and facilities for each of the activities under a., above.
- c. Description of the data transfer and communication links between operating points in the system (i.e., collectors, curators, distributors, and evaluators), emphasizing national needs and considering international compatibility.
- d. Description of data management requirements as expressed by users of genetic resources data.
- e. Collect and assemble pilot data for some of the crops held in collections listed in a., above, specifically the following collections: the National Seed Storage Laboratory, small grains collection, potatoes, sweet sorghum, cotton, beans, maize, and vitus. Capture the different types of descriptors for these data to generate a classification scheme(s) to satisfy the data management requirements.
- f. Develop and test a computerized data base using the data from e., above, to assess:
- computerized methods (software) and machines (hardware)
 - use and cost effectiveness of the methods and machines for several different user situations
- g. Using the results from f., above, evaluate the costs of modifying the current activities.
4. Use information and assessments from 2. and 3., above, and from previous and current studies of the requirements and organization of a Genetic Resources Communication Information and Documentation System (GRCIDS), being developed for the international network of plant genetic resources centers by the Taximetrics Laboratory, to develop a plan of alternative investment strategies for establishing a formal U.S. National Genetic Resources Data and Information System that can be functionally integrated with the developing international system (GRCIDS).

5. Maintain records of information and data gathered in the study and furnish reports in five copies acceptable to the ARS Authorized Departmental Officer or his Designated Representative (ADODR), as follows:

a. A report providing details of the plan of work developed in the joint ARS/Taximetrics Laboratory planning and orientation session. This report will be due one month from the date of execution of this agreement.

b. Reports tracking progress toward study objectives and highlighting any developments or problems that may require special attention as the study progresses. Such reports (two) will be due four months and eight months from date of execution of this agreement.

c. A final report, upon completion of the project, which will consist of a plan that ARS will be able to follow in establishing a U.S. National Genetic Resources Data and Information System. The plan will include alternative procedure strategies for different investment levels.

B. ARS Agrees To:

1. Cooperate fully with the Cooperator in planning and conducting the study and in drafting implementation strategies.

2. Provide 1.5 man-years from staff of DSAD to work in full cooperation with Taximetrics Laboratory staff in carrying out the objectives of the study.

3. Provide access to ARS germplasm collections and information concerning those collections and the assistance of germplasm curators in assembling information and data requirements of an individual crop or crop group.

4. Provide computer time and costs for carrying out activities described in 3.f., above. These services will be provided by DSAD, and the costs shall not exceed \$20,000.

5. Assist in defraying the cost of the project by partially reimbursing the Cooperator for labor or salary assistance, communications, expendable supplies and materials, and travel of Cooperator's employees engaged in this project, in an amount not to exceed \$50,000 during the period of this agreement.

C. It is Mutually Agreed and Understood:

1. That the project will be jointly planned, and data compiled under this agreement shall be prepared, analyzed, shared, and mutually interchanged by the parties.

2. That payment to the Cooperator will be made, as follows:
 - a. An advance payment will be authorized in the amount of \$5,000, upon final execution of this agreement.
 - b. \$5,000 upon receipt and acceptance by the ARS ADODR of a report detailing plan of work, as set forth in 5.a., above.
 - c. \$10,000 upon receipt and acceptance by the ARS ADODR of each of two progress reports, as set forth in 5.b., above.
 - d. \$20,000 upon receipt and acceptance by the ARS ADODR of the final report, as set forth in 5.c., above.
3. That reimbursement to the Cooperator for overhead costs on labor shall not exceed the approved federally audited rate.
4. That the results of the study herein outlined may be published jointly by the Cooperator and ARS or by either of these parties separately, but material prepared for publication by either shall be submitted to the other party for suggestions and approval prior to publication. In the event of disagreement, either party may publish material on its own responsibility, giving proper acknowledgment of cooperation.
5. That all conditions and provisions of this agreement shall become effective upon date of final signature and shall continue in full force and effect for the period of one year, unless amended or terminated by either party upon 60 days' notice in writing. ARS participation shall be contingent upon passage by the Congress of the United States of an appropriation of funds from which expenditures may legally be made.