

FS Agreement Number:	
Cooperator Agreement Number:	

JOINT VENTURE AGREEMENT
BETWEEN THE
USDA FOREST SERVICE

AND

This JOINT VENTURE AGREEMENT is hereby made and entered into by and between the USDA Forest, hereinafter referred to as the Forest Service, and the _____, hereinafter referred to as the Cooperator, under the provisions of the National Agricultural Research, Extension and Teaching Policy Act of 1977 (Pub. L. 95-113), as amended by the Food Security Act of 1985 (7 U.S.C. 3318 and 3319, Pub. L. 99-198).

TITLE:

A. PURPOSE:

1. The purpose of this agreement is to
2. This research is anticipated to be over a _____-year period with _____ phases. Future phases will be determined pending anticipated continued funding. Should this research be approved beyond Phase One, an amendment to this agreement shall be prepared for each new phase.

B. STATEMENT OF MUTUAL INTERESTS AND BENEFITS:

1. The Forest Service's interest in this agreement is to
2. The Cooperator's interest in this agreement is
3. The Forest Service's and the Cooperator's mutual benefit and interest is

C. THE FOREST SERVICE SHALL:

1. Collaborate with the Cooperator in the preparation of a mutually acceptable study plan.
2. Provide guidance, advice, consultation, and co-leadership essential to the satisfactory accomplishment of this agreement.
3. .

D. THE COOPERATOR SHALL:

1. Perform the following tasks for Phase One (date last signed through _____):
 - a.
 - b.
2. Collaborate with the Forest Service in the preparation of a mutually acceptable, detailed study plan, submit one copy of the plan to the Forest Service Technical Representative and one copy to the Forest Service Administrative Contact by _____, and conduct this study in compliance with the study plan as well as the provisions of this agreement.

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3. Interim and Final Reports. Send requested number of reports to the Forest Service Technical Representative and to the Forest Service Administrative Contact. (See addresses in Section E.13.)
 - a. Performance Report(s) are due by _____, that compare(s) actual performance to goals. State reasons why established goals have not been met, if appropriate, and give any other pertinent information regarding the status of work. Send **one** copy to the Forest Service Technical Representative and **one** copy to the Forest Service Administrative Contact.
 - b. Send **one** copy of the Phase One Final Report to the Forest Service Technical Representative and **two** copies to the Forest Service Administrative Contact by _____, that are in a format suitable for possible publication and contains
4. Include the following credit line, along with any other appropriate credit line(s) on all reports, publications and audiovisuals, resulting from this study:

"This research was supported in part by funds provided by the Rocky Mountain Research Station, Forest Service, U.S. Department of Agriculture."

E. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:

1. INTERNATIONAL AIR TRANSPORTATION FAIR COMPETITIVE PRACTICES ACT. This clause is incorporated by reference. Full text of this clause can be found at <http://www.fs.fed.us/business/>.
2. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS AND AUDIOVISUALS. Forest Service support shall be acknowledged in any publications and audiovisuals developed as a result of this instrument.
3. FEDERAL COST PRINCIPLES. This agreement will be governed by the Circulars and/or Regulations listed below according to the type of Cooperator:

Educational Institutions: OMB Circular No. A-21, Cost Principles for Educational Institutions and audit requirements under OMB Circular A-133, Audits of States, Local Governments and Non-profit Organizations.

State, Local and Indian Tribal Governments: OMB Circular No. A-87, Cost Principles for State, Local and Indian Tribal Governments, and audit requirements under OMB Circular A-133, Audits of States, Local Governments and Non-profit Organizations.

Nonprofit Organizations: OMB Circular No. A-122, Cost Principles for Nonprofit Organizations with exclusions listed in Attachment C of OMB Circular No. A-122, and audit requirements under OMB Circular A-133, Audits of States, Local Governments and Non-profit Organizations.

For Profit: The Federal Acquisition Regulations (FAR), Part 31, Contract Cost Principles and Procedures.
4. COLLECTION OF AMOUNTS DUE THE FEDERAL GOVERNMENT. Pursuant to 31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B, any funds paid to a cooperator in excess of the amount to which the cooperator is finally determined to be entitled under the terms and conditions of the award constitute a debt to the Federal Government. If not paid within a reasonable period after the demand for payment, the Federal awarding agency may reduce the debt by:
 - a. Making an administrative offset against other requests for reimbursements.
 - b. Withholding advance payments otherwise due to the cooperator.
 - c. Taking other action permitted by statute.

Except as otherwise provided by law, the Federal awarding agency shall charge interest on an overdue debt in accordance with 4 CFR, Chapter II "Federal Claims Collection Standards" and 31 U.S.C., Chapter 37.

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5. RIGHT TO TRANSFER EQUIPMENT AND SUPPLIES. Equipment and supplies approved for purchase under this instrument are available only for use as authorized. The Forest Service reserves the right to transfer title to the Federal government of equipment and supplies, valued over \$5,000 per unit, purchased by the cooperator using any Federal funding. Upon expiration of this instrument the cooperator shall forward an equipment and supply inventory to the Forest Service, listing all equipment purchased throughout the life of the project and unused supplies. Disposition instructions will be issued by the Forest Service within 120 calendar days.
6. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).
7. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. The Forest Service, Inspector General, or Comptroller General, through any authorized representative, shall have access to and the right to examine all records related to this instrument.

As used in this provision, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. All records pertinent to the award shall be retained for a period of 3 years.

8. NONDISCRIMINATION. The cooperator shall comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive orders, regulations, and policies. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, 2000e-16), which prohibits discrimination on the basis of race, color, disability, or national origin; (b) Title IX of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; and Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794) which prohibits discrimination on the basis of disabilities. The nondiscrimination statement which follows shall be posted in primary and secondary recipient/cooperator offices, at the public service delivery contact point and included, in full, on all materials regarding such recipients'/cooperators' programs that are produced by the recipients/cooperators for public information, public education, or public distribution:

"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer."

If the material is too small to permit the full statement to be included, the material will at minimum include the statement, in print size no smaller than the text, that "This institution is an equal opportunity provider."

9. ENVIRONMENTAL STANDARDS. The cooperator will comply with environmental standards pursuant to the notification of violating facilities in E.O. 11738.
10. LEGAL AUTHORITY. The cooperator has the legal authority to enter into this instrument, and the institutional, managerial and financial capability (including funds sufficient to pay nonfederal share of project costs) to ensure proper planning, management, and completion of the project.
11. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the Forest Service or the Cooperator(s) from participating in similar activities with other public or private agencies, organizations, and individuals.
12. PRINCIPAL CONTACTS. The principal contacts for this instrument are:
 - a. FOREST SERVICE TECHNICAL REPRESENTATIVE(S):

FS Technical Representative:	
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Forest Service Organization:	
Street Address:	
City, State & Zip:	
Telephone:	
Fax:	
Email:	

b. FOREST SERVICE ADMINISTRATIVE CONTACT:

Forest Service Contact:	
Forest Service Organization:	
Street Address:	
City, State & Zip:	
Telephone:	
Fax:	
Email:	

c. COOPERATOR'S TECHNICAL REPRESENTATIVE(S):

Principal Investigator:	
Department/Unit:	
Cooperator Name:	
Street Address/PO Box:	
City, State & Zip:	
Telephone:	
Fax:	
Email:	

d. COOPERATOR'S ADMINISTRATIVE CONTACT:

Name, Title:	
Department/Unit:	
Cooperator Name:	
Street Address/PO Box:	
City, State & Zip:	
Telephone:	
Fax:	
Email:	

13. **COPYRIGHTING.** The cooperator is granted sole and exclusive right to copyright resultant publications, including the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this instrument. However, the cooperator shall not sell, or grant copyrights to a third-party designee who intends to sell, the document as a profit-making venture. No original text or graphics produced and submitted by the Forest Service shall be copyrighted. The Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for Federal government purposes. This right shall be transferred to any sub-agreements or subcontracts. This provision includes:

- a. The copyright in any work developed by the Cooperator under this instrument.
- b. Any rights of copyright to which the Cooperator purchases ownership with any Federal contributions.

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14. **PUBLICATION.** Neither party will publish any results without consulting the other. This is not to be construed as applying to popular publication of previously published technical matter. Publication may be joint or independent as agreed upon, always giving due credit to the cooperation and recognizing the individuals doing the work. In the case of failure to agree as to the manner of publication or interpretation of results, either party may publish after due notice and submission of the proposed manuscript to the other. In such instances, the party publishing the data will give credit to the cooperation, but assume full responsibility for any statements on which there is a difference of opinion.
15. **ELECTRONIC FUNDS TRANSFER (EFT) (5/04):** The recipient/cooperator shall designate a financial institution or an authorized payment agent through which a federal payment may be made in accordance with US Treasury Regulations, Money and Finance at 31 CFR 208, which requires that federal payments are to be made by EFT to the maximum extent possible. A waiver may be requested and payments received by check by certifying in writing that one of the following situations apply:
- a. The payment recipient does not have an account at a financial institution.
 - b. EFT creates a financial hardship because direct deposit will cost the payment recipient more than receiving a check.
 - c. The payment recipient has a physical or mental disability, or a geographic, language, or literacy barrier.
- In order to receive EFT payments the recipient/cooperator shall register in the Central Contractor Registry (CCR). You may register by going to www.ccr.gov and following the instructions provided on line. For assistance, contact the CCR Assistance Center at 888-227-2423 or 269-961-4725.

16. **PAYMENT/REIMBURSEMENT.** Reimburse the cooperator for the Forest Service's proportionate share (%) of actual expenses incurred, not to exceed \$, reduced by program income, and other Federal and nonfederal cash contributions, as shown in the incorporated Financial Plan. If program income generated from the project exceeds the cooperator's actual expenses, the Forest Service share is zero. The cooperator is approved to submit monthly billing(s). The Forest Service will make payment for its share of project costs upon receipt of an SF-270. Each SF-270 shall display the cooperator's actual expenditures to date of the SF-270 (not just the Forest Service share of actual expenditures), displayed by separate cost elements as documented in the Financial Plan, less program income and other Federal and nonfederal cash contributions and previous Forest Service payments. An original SF-270 should be sent to the Albuquerque Service Center.

Submit original invoice(s) for payment to:

**U.S. Forest Service
 Albuquerque Service Center
 Payments - Grants & Agreements
 101B Sun Avenue NE
 Albuquerque, NM 87109
 FAX: (877) 687-4894**

17. **AVAILABILITY OF FUNDS.** Funds in the amount of \$ are currently obligated for performance of this instrument through . The Forest Service's obligation for performance of this instrument beyond this date is contingent upon the availability of appropriated funds from which payment can be made. No legal liability on the part of the Forest Service for any payment may arise for performance under this instrument beyond , until funds are made available to the Forest Service for performance and until the cooperator receives notice of availability to be confirmed in a written modification by the Forest Service.
18. **PROGRAM PERFORMANCE REPORTS.** Submit a performance report at least annually. The final performance report shall be submitted either with your final payment request, or no later than 90 days from the expiration date of the instrument.
19. **PATENT RIGHTS.** This clause is incorporated by reference. Full text of this clause can be found at <http://www.fs.fed.us/business/>.

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20. FOREST SERVICE CODE OF SCIENTIFIC ETHICS. All persons performing under this agreement will be aware of and perform according to the Forest Service Code of Scientific Ethics found at: http://www.fs.fed.us/research/publications/fs_code_of%20scientific_ethics.pdf.
21. INDIRECT COSTS AND TUITION REMISSION. In accordance with Title 7, U.S.C. 3319, indirect costs and tuition remission are not reimbursable to State Cooperative Institutions under joint venture and cooperative agreements. However, it should be noted that indirect costs may be used by State Cooperative Institutions to satisfy matching or cost-sharing requirements.
22. PROPERTY IMPROVEMENTS. Improvements placed on National Forest System land at the direction of either of the parties, shall thereupon become property of the United States, and shall be subject to the same regulations and administration of the Forest Service as other National Forest improvements of a similar nature. No part of this instrument shall entitle the cooperator to any share or interest in the project other than the right to use and enjoy the same under the existing regulations of the Forest Service.
23. USDA GUIDELINES FOR QUALITY OF INFORMATION. This agreement is subject to the "Guidelines for Ensuring and Maximizing the Quality, Objectivity, Utility, and Integrity of Information Disseminated by Federal Agencies; Republication" and the "USDA Guidelines for Quality of Information" which can be found at <http://www.fs.fed.us/qoi/>.
24. FUNDING EQUIPMENT AND SUPPLIES. Federal funding under this instrument is available for reimbursement of cooperator purchase of equipment and is available for reimbursement of cooperator purchase of supplies.
25. DAVIS-BACON OR SERVICE CONTRACT ACT. If any contracts are developed or awarded under this instrument where all or part of the funding is provided with Federal funds, then this clause is incorporated by reference. Full text of this clause can be found at <http://www.fs.fed.us/business/>.
26. MODIFICATION. Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed. The Forest Service is not obligated to fund any changes not properly approved in advance.
27. EXTENSION OF PERFORMANCE PERIOD. The Forest Service, by written modification, may extend the performance period of this instrument for a total duration not to exceed 5 years from its original date of execution.
28. ALTERNATE DISPUTE RESOLUTION. In the event of any issue of controversy under this Agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to, conciliation, facilitation, mediation, and fact finding.
29. TERMINATION. Any of the parties, in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration. No parties shall incur any new obligations for the terminated portion of the instrument after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each Party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination.
30. COMMENCEMENT/EXPIRATION DATE. This instrument is executed as of the date of last signature and is effective through _____, at which time it will expire unless extended.
31. AUTHORIZED REPRESENTATIVES. By signature below, the cooperator certifies that the individuals listed in this document as representatives of the cooperator are authorized to act in their respective areas for matters related to this agreement.

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F. SIGNATURES:

The parties hereto have executed this joint venture agreement as of the last date written below. No costs will be reimbursed or credit given for cost share or expenditures incurred before last date signed or after the completion date.

Name:	Date
Title	
USDA FS,	

Cooperator Signatory	Date
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Cooperator Title

Typed Title

COOPERATOR: Please provide the following billing information to ensure efficient payment processing.	
Payee Name:	
Payee Address:	
Street Address/PO Box:	
City, State & Zip:	
Telephone Number (optional):	
Mandatory Information Required for Payment Processing:	
Tax Identification Number:	
Dun & Bradstreet Number:	
Central Contractor Registration Date:	

The authority and format of this instrument has been reviewed and approved for signature.	
Grants & Agreements Specialist	Date

Forest Service Job Code: _____ = \$ _____
RQ#: _____

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unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-NEW. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities 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, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.