

FS Agreement No.	
Cooperator Agreement No.	

COST-REIMBURSABLE AGREEMENT

between the
USDA FOREST SERVICE

and the

This COST-REIMBURSEMENT AGREEMENT is hereby made and entered into by and between the USDA Forest Service _____, hereinafter referred to as the Forest Service, and the _____, hereinafter referred to as the _____ 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., 3319a Pub. L. 99-198).

A. PURPOSE:

B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

1. The Forest Service is responsible for _____. The Forest Service's interest in this agreement is _____.
2. The _____ is responsible for _____. The _____'s interest in this agreement is _____.
3. The Forest Service's and the _____'s mutual benefit and interest is _____.

C. FOREST SERVICE SHALL:

- 1.
- 2.
- 3.
- 4.

D. _____ SHALL _____:

- 1.
- 2.
- 3.
- 4.
5. Bill the Forest Service for their prorated share of actual costs incurred to date, less program income excluding any previous Forest Service payment(s) made on this instrument to date of the invoice.

FS Agreement No.	
Cooperator Agreement No.	

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

1. 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.
2. COLLECTION OF AMOUNTS DUE THE FEDERAL GOVERNMENT. 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.

3. NONDISCRIMINATION. The recipient/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."

4. FUNDING EQUIPMENT AND SUPPLIES. Federal funding under this instrument is not available for reimbursement of recipient/cooperator purchase of equipment (and supplies).

FS Agreement No.	
Cooperator Agreement No.	

5. 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).
6. 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 the 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.
7. 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.

8. 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.
9. 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.
10. 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.
11. COMMENCEMENT/EXPIRATION DATE. The instrument is executed as of the date of the last signature and is effective through _____ at which time it will expire unless extended.
12. 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.
13. TERMINATION. Any of the parties, in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration.

Neither party 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.

14. PRINCIPAL CONTACT. The principal contacts for this instrument are:

FS Agreement No.	
Cooperator Agreement No.	

Forest Service Project Contact	Cooperator Project Contact
Phone:	Phone:
FAX:	FAX:
E-Mail:	E-Mail:

Forest Service Administrative Contact	Cooperator Administrative Contact
Phone:	Phone:
FAX:	FAX:
E-Mail:	E-Mail:

15. **AVAILABILITY OF FUNDS.** Funds in the amount of \$ _____ are currently available 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 recipient/cooperator receives notice of availability by written modification by the Forest Service.

16. **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.

FS Agreement No.	
Cooperator Agreement No.	

17. **PAYMENT (1).** Pay the cooperator on a reimbursable basis, upon submission of proper invoices, for costs stipulated for supplies delivered and accepted or services rendered and accepted, less any deductions, as provided in this instrument. Each invoice shall display the cooperator's actual expenditures to date of the invoice, displayed by separate cost elements, as documented in the Financial Plan. For the purpose of this instrument, reimbursement for indirect costs is limited to 10% of total, allowable direct costs and tuition remission shall not be reimbursed. The invoice should be submitted as follows:

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**

S

end a copy to:

18. **PROGRAM PERFORMANCE REPORTS.** Submit a performance report . The final performance report shall be submitted either with your final payment request, or not later than 90 days from the expiration date of the instrument.

FS Agreement No.	
Cooperator Agreement No.	

Date

USDA Forest Service

Date

Forest Service Use

Job Code: _____

BURDEN AND NONDISCRIMINATION STATEMENTS

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information 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.