

Form RD 9005-2 (06/09)	U.S. DEPARTMENT OF AGRICULTURE Rural Development – Rural Business- Cooperative Service	Contract Number (For Official Use Only)
ADVANCED BIOFUEL PAYMENT PROGRAM CONTRACT		Effective Date of Contract: _____ (enter the date for which the contract becomes effective) End Date of Contract: _____
<p>NOTE: <i>The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a) and the Paperwork Act of 1995, as amended. The authority for requesting the following information is Section 9005 of the Food, Conservation, and Energy Act of 2008 (P.L. 110-234), which amends Section 9010 of the Farm Security and Rural Investment Act of 2002. The information will be used to complete the terms of a contract between the Advanced Biofuel Producer and the Agency. Furnishing the requested information is voluntary, however, without it, eligibility to enter into an agreement with the Agency cannot be determined. This information may be provided to other agencies, IRS, Department of Justice, or other State and Federal law enforcement agencies, and in response to a court magistrate or administrative tribunal. The provisions of criminal and civil fraud statutes, including 18 USC 286, 287, 371, 641, 1001; 1014, 15 USC 714m; and 31 USC 3729, may be applicable to the information provided.</i></p> <p><i>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 0570-X-XXX. The time required to complete this information collection is estimated to average 1 hour 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. RETURN THIS COMPLETED FORM TO THE RENEWABLE ENERGY COORDINATOR AT THE ADDRESS SHOWN IN SUBPART C(1) BELOW.</i></p>		

1. Name of Producer		
2. Mail Address (Regular Mail)		
3A. Contact Person	4. IRS Tax Identification Number of Producer	
3B. Contact Person's Title	5. DUNS Number(do not complete if the applicant is an individual):	
6. Telephone No. (Include Area Code)	7. FAX No. (Include Area Code)	8. E-Mail Address

PART A – TERM OF CONTRACT

THIS CONTRACT is entered into between the Rural Business-Cooperative Service (RBS or Agency) on the behalf of the United States Department of Agriculture and the undersigned Producer(s) (Producer), (collectively referred to as Parties) for the production of Advanced Biofuel identified in Table A of Part A of Form RD 9005-1 for the relevant Sign-up year. The terms and conditions of the Advanced Biofuel Payment Program (Program) contained in any applicable Notice published in the Federal Register (Notice), regulation, or statute are incorporated by reference within this Contract. By signing this Contract, the undersigned Producer agrees to comply with the terms contained herein including any applicable local, state, and Federal Statutes, Notices, and regulations.

Once signed by the Agency, this Contract continues in force unless terminated in writing by the Agency or at the mutual agreement of the parties or in accordance with applicable Program Notices and regulations. The Agency may also terminate this Contract without prior notice when required to do so by Programmatic requirements, the expiration of authorizing legislation, or the exhaustion of funds. All Program payments are subject to the availability of funds and limits placed on the use of funds. This Contract is effective beginning the date shown above. Payments will only be allowed in accordance with this Contract.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (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, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (202) 720-5964 (voice or TDD). USDA is an equal opportunity provider and employer.

PART B - CONTRACT SCOPE

The Producer agrees to produce the number of units identified in Part A, Table A, of Form RD 9005-1, of Advanced Biofuel using the Renewable Biomass feedstock identified in Part A, Table B, on Form RD 9005-1. The Agency agrees to make one payment for FY2009 on the actual Advanced Biofuel produced in accordance with applicable Program Notices, regulations and funding.

The Producer also agrees to:

- 0 1. Allow verification by the Agency of all information provided. Data furnished by the Producer will be used to determine Program eligibility and Program payments.
- 2. Submit a Payment Application, including supporting documents, for all Advance Biofuel Biorefineries each Quarter and Fiscal Year (FY) to date for each FY in which the Producer participates in the Program as follows:

IF the quarter is ...	THEN, for FY 2009, a complete Payment Application must be received by the Agency by ...
October through December	November 2, 2009
January through March	
April through June	
July through September	

Receipt will be determined by the Agency using the Agency’s date and time stamp. If the actual due date (shown in the second and third columns) is a weekend or a Federally-observed holiday, the due date will be the next Federal business day.

- 3. Submit Payment Applications for each Quarter to the USDA Renewable Energy Coordinator at the address shown in subpart C(1).

PART C - PROGRAM ADDRESS AND PHONE NUMBER

- 1. Submissions under this Program shall be made to the USDA Renewable Energy Coordinator at the following address:

Fax Number: _____

- 2. Payment Requests may be sent by fax to the number shown in Subpart C(1). However, the originals of the faxed documents must be received by the USDA Rural Energy Coordinator at the address shown in Subpart C(1) within ___ days. If you send Payment Requests by express or over night mail or hand deliver, then you must mark your envelope in the lower left corner “Submission under the Advanced Biofuel Payment Program”.

PART D - PAYMENTS

The Agency will issue payments to eligible Advanced Biofuels Producers according to applicable Program Notices and regulations.

The Agency will issue electronic payments to Producers no later than 30 business days after the Payment Application and all supporting documents are received and Program eligibility is determined.

PART E - REQUIRED DOCUMENT SUBMISSIONS

The Producer agrees to:

1. Submit a completed Payment Application for each Quarter of the applicable FY for each eligible Biorefinery. Also, the Producer must furnish other production information needed by the Agency to determine Program payments and eligibility. Failure to submit required Payment Applications will result in loss of Program payment eligibility for that Quarter.
2. Reimburse the Agency for any overpayment received in accordance with Program Notices and regulations.

PART F - AUDIT OF RECORDS AND ACCESS TO PREMISES

The Producer agrees that the Agency, the Inspector General of USDA, and the Comptroller General of the United States, through their duly authorized representatives, shall have access to and the right to examine any books, documents, papers, and records of the Producer involving transactions relating to this Contract and any other records as may be reasonably needed to confirm payment eligibilities. The Producer shall make available at the Producer's office at all reasonable times the materials described in this Contract for examination, audit, or reproduction until 3 years after the date of any payment issued under this Contract. Records must be retained and may be inspected for a longer period of time in the event that there is a dispute that arises before the end of the 3 year period, or where there is reason to expect such a dispute.

PART G - APPEALS

Appeals will be handled in accordance with 7 C.F.R. part 11.

PART H – ADDITIONAL PROVISIONS

Initially capitalized terms are defined terms under an applicable Program Notice or regulation or as shown by parenthetical reference in this form.

PART I - CERTIFICATION OF PRODUCER DOCUMENTATION AND ACCEPTANCE

CERTIFICATION AND ACCEPTANCE

I certify that the information in this Contract is true and correct to the best of my knowledge and belief.

1. ADVANCED BIOFUEL PRODUCER

A. _____
(Producer Name)

B. By: _____
(Officer, Member, Partner, Proprietor)

C. Title: _____

D. Date: _____

2. RURAL DEVELOPMENT

A. By: _____
(Approval Official)

B. Effective Date: _____