



Homeland
Security

GRATUITOUS SERVICES AGREEMENT

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Privacy Act Notice:

Authority: 5 U.S.C. § 301 and 44 U.S.C. § 3101 authorize the collection of this information.

Purpose: DHS will use this information to improve products and contact you regarding your response.

Routine Use: This information may be disclosed as generally permitted under 5 U.S.C. §552a(b) of the Privacy Act of 1974, as amended. This includes using the information, as necessary and authorized by the routine uses published in DHS/ALL-002 - Department of Homeland Security (DHS) Mailing and Other Lists System of Records (November 25, 2008, 73 FR 71659).

Disclosure: Furnishing this information is voluntary; however failure to provide any of the information requested may prevent the National Protection and Programs Directorate (NPPD) from contacting you regarding your response.



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GRATUITOUS SERVICES AGREEMENT

1. This gratuitous services agreement is between the United States Department of Homeland Security, National Protection and Programs Directorate, Office of Infrastructure Protection (“Recipient”) and _____ (“Provider”).
2. The duration of this gratuitous services agreement is from _____ to _____. The duration of this agreement cannot be extended except by expressed, written, mutual consent of both parties. However, both parties can mutually consent to early termination of this agreement, verbally or in writing. Additionally, this agreement can be unilaterally terminated by either party, with or without cause, with or without prior notification to the other party, in writing or verbally. Both parties are prohibited from claiming or seeking damages from the other party or from the United States because of any mutual or unilateral early termination of this agreement.
3. The terms of this agreement cannot be modified except by the expressed, written consent of both parties.
4. Provider offers to provide the following gratuitous services to Recipient:

5. Recipient agrees to accept Provider’s gratuitous services identified in Paragraph 4 above to the extent permitted by law.
6. Provider agrees to provide the gratuitous services described in Paragraph 4 above with the full understanding that Recipient and the United States cannot and will not compensate, provide any financial benefit to, or reimburse Provider in any manner for providing those services.
7. Provider agrees and declares that it has no expectation of receiving any compensation, financial benefit, or reimbursement of any kind from Recipient or the United States for providing gratuitous services under this agreement.
8. Provider agrees to make no claim for compensation, financial benefit, or reimbursement of any kind against Recipient or the United States for gratuitous services provided under this agreement.

9. Provider understands and agrees that it would be unlawful for Recipient to accept Provider's services if Provider had any expectation of any compensation, financial benefit, or reimbursement from Recipient or the United States.

10. Both parties declare that this document constitutes the sole and complete gratuitous services agreement between them.

Recipient: _____

Date: _____

Provider: _____

Date: _____