

<b>Form RD 4288-2</b> (3-11)	<b>U.S. DEPARTMENT OF AGRICULTURE</b> Rural Development – Rural Business- Cooperative Service	Contract Number <i>(For Official Use Only)</i>
<b>ADVANCED BIOFUEL PAYMENT PROGRAM CONTRACT</b>		<b>Effective Date of Contract:</b> _____ (enter the date upon which the contract becomes effective) <b>End Date of Contract:</b> _____
<p><b>NOTE:</b> <i>The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. 552a) and the Paperwork Reduction Act of 1995 (44 U.S.C. 3501 et seq.), as amended. The authority for requesting the following information is Section 9001 of the Food, Conservation, and Energy Act of 2008 (P.L. 110-234), which amends Title IX of the Farm Security and Rural Investment Act of 2002 (7 U.S.C. 8101 et seq.). 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 the information, the agreement with the Agency cannot be executed. This information may be provided to other agencies, the Internal Revenue Service, the U.S. 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 U.S.C. 286, 287, 371, 641, 1001, 1014; 15 U.S.C. 714m; and 31 U.S.C. 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 0570-0063. 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. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Agriculture, Clearance Officer, OIRM, AG Box 7630, Washington, D.C. 20250; and to the Office of Management and Budget, Paper work Reduction Project (OMB No. 0570-0063), Washington, D.C. 20503. Please DO NOT RETURN this form to either of these addresses. Forward to Rural Development only.</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 Advanced Biofuel Producer(s) (Producer) (collectively referred to as Parties) for the production of the Advanced Biofuel(s) identified in Table A1 of Part A of Form RD 4288-1 for the relevant Fiscal Year (FY). 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 both the Producer and the Agency, this Contract will continue 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 Program requirements, the expiration of authorizing legislation, new 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 on the date shown above. Payments will only be allowed in accordance with this Contract.

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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 Agency agrees to make payments for the actual Advanced Biofuel produced in accordance with applicable Program Notices, regulations, and funding.

The Producer also agrees to:

- 0 1. Allow the Agency to verify all information provided. Data furnished by the Producer will be used to determine Program eligibility and Program payments.
- 2. Submit Payment Applications, including supporting documents, for all Advanced Biofuel biorefineries in accordance with applicable Program Notices and regulations.
- 3. Submit Payment Applications to the USDA Renewable Energy Coordinator at the address shown in Subpart C (1) below.

**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:

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Fax Number: \_\_\_\_\_

- 2. Payment Applications 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 Applications by express or overnight mail or hand delivery, 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 the Producer according to applicable Program Notices and regulations.

The Agency will issue electronic payments to the Producer 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 completed Payment Applications covering all eligible biorefineries in accordance with applicable Program Notices and regulations. Also, the Producer must furnish other production information needed by the Agency to determine Program payments and eligibility. Any Payment Application received by the Agency after the applicable deadline will not be eligible for payment. Production information for all four Quarters of a Fiscal Year must be received by the applicable 4th Quarter application submittal deadline in order for the Producer to receive an incremental production payment for which the Producer is otherwise eligible for that Fiscal Year.
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 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. If any dispute involving the records arises before the end of the 3-year period, or if there is reason to expect such a dispute, the records shall be kept until all issues are resolved, or until the end of the regular 3-year period, whichever is later.

**PART G - APPEALS**

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

**PART H – ADDITIONAL PROVISIONS**

This form is subject to the definitions and policies of 7 CFR part 4288, subpart B and any successor regulation.

**PART I - CERTIFICATION 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: \_\_\_\_\_