

FS Agreement  
No.

- - -

Cooperator Agreement  
No.

**INTERAGENCY AGREEMENT**  
**Between The**  
  
**And The**  
**USDA, FOREST SERVICE**

This INTERAGENCY AGREEMENT is hereby made and entered into by and between the \_\_\_\_\_, hereinafter referred to as “\_\_\_\_\_,” and the USDA, Forest Service, \_\_\_\_\_ hereinafter referred to as the “U.S. Forest Service,” under the authority of: \_\_\_\_\_.

Background:

Title:

**I. PURPOSE:**

The purpose of this agreement is to document the cooperation between the parties to \_\_\_\_\_ in accordance with the following provisions and the hereby incorporated Operating and Financial Plan, attached as \_\_\_\_\_.

In consideration of the above premises, the parties hereto agree as follows:

**II. THE \_\_\_\_\_ SHALL:**

A. Perform in accordance with the Financial and Operating Plan, \_\_\_\_\_.

B. BILLING – IA. The maximum total cost liability to the \_\_\_\_\_ for modification \_\_\_\_\_ is \$ \_\_\_\_\_. The maximum total cost to \_\_\_\_\_ for this agreement is \$ \_\_\_\_\_. Overhead is assessed at \_\_\_\_\_ percent. Transfer of funds to the U.S. Forest Service must be through an Interagency Payment and Collection System (IPAC) billing. A detailed list of charges incurred must be made available upon request.

The IPAC billing document which U.S. Forest Service prepares must contain the following information:

BILLING DATA	REQUESTING AGENCY	U.S. FOREST SERVICE
Obligation Document Number		N/A
Agency Location Code (ALC)		12-40-1100



Treasury Account Symbol (TAS)		
Account/Cost Structure		
Budget Object Code (BOC)		0250
Document Agreement Number		
Data Universal Numbering System number (DUNS)		92-9332484
Common Agreement Number (CAN) – USDA Agencies Only		
Business Event Type Code (BETC)	DISB	COLL

- C. SPECIAL BILLING REQUIREMENTS – PROGRAM DOCUMENTATION. The performing agency shall provide the requesting agency with a written report that meets the requesting agency's specific documentation requirements. The specific requirements are:

D. SPECIAL BILLING REQUIREMENTS – FINANCIAL DOCUMENTATION

The performing agency shall provide an itemized statement of actual expenditures to the U.S. Forest Service .

Send the itemized statement to:

Attn:

E. BUILDING AND COMPUTER ACCESS BY NON-U.S. FOREST SERVICE PERSONNEL.

may be granted access to U.S. Forest Service facilities and/or computer systems to accomplish work described in the Operating Plan or Statement of Work. All non-government employees with unescorted access to U.S. Forest Service facilities and computer systems must have background checks following the procedures established by USDA Directives 3505 and Departmental Manual 4620-02. Those granted computer access must fulfill all U.S. Forest Service requirements for mandatory security awareness and role-based advanced security training, and sign all applicable U.S. Forest Service statements of responsibilities.

F.

III. **THE U.S. FOREST SERVICE SHALL:**

A. Perform in accordance with the Financial and Operating Plan, .

B. BILLING – IA: The maximum total cost liability to the U.S. Forest Service for modification is \$ . The maximum total cost liability to the U.S. Forest Service for this agreement is \$ . Transfer of funds to the must be through the Interagency Payment and Collection System (IPAC) billing. A detailed list of expenditures must be made available upon request. To facilitate the IPAC billing, the MO Number and Line Number



should be placed in the Purchase Order Number block on the IPAC bill in the following format: MOXXXXXXXX#YYY (where X is the MO number and Y is the Line Number).

The IPAC billing document which                      prepare(s) must contain the following information:

BILLING DATA	U.S. FOREST SERVICE	PERFORMING AGENCY
Obligation Document Number (MO# and Line Number)		N/A
Agency Location Code (ALC)	12-40-1100	
Treasury Account Symbol (TAS)		
Account/Cost Structure or Job Code/Override		
Budget Object Code (BOC)	2510	
Document Agreement Number		
Data Universal Numbering System (DUNS)	92-9332484	
Common Agreement Number (CAN) – USDA Agencies Only		
Business Event Type Code (BETC)	DISB	COLL

- C. SPECIAL BILLING REQUIREMENTS – FINANCIAL DOCUMENTATION. The U.S. Forest Service shall provide an itemized statement of actual expenditures to                      .

Send the itemized statement to:

Attn:

D.

**IV. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:**

- A. SPECIAL BILLING REQUIREMENTS – FINANCIAL DOCUMENTATION. Reimbursable billings shall be issued at the prescribed frequency based on expenditures recorded in the U.S. Forest Service accounting system for work performed. Bills for Collection reflect an aggregate amount for the billing period. U.S. Forest Service Transaction Register listing itemized expenses will be provided upon request at the end of a project or annually for long-term agreements. Provision of the Transaction Register or other supporting documentation accompanying individual bills will be limited to agreements over \$2,500, and only when cooperator requirements are clearly defined within this clause.



The special billing requirements are:

- B. **PRINCIPAL CONTACTS.** Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

**Principal Cooperator Contacts:**

<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
Name: Address: City, State, Zip: Telephone: FAX: Email:	Name: Address: City, State, Zip: Telephone: FAX: Email:

**Principal U.S. Forest Service Contacts:**

<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Administrative Contact</b>
Name: Address: City, State, Zip: Telephone: FAX: Email:	Name: Address: City, State, Zip: Telephone: FAX: Email:

- C. **NOTICES.** Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or \_\_\_\_\_ are sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the agreement.

To \_\_\_\_\_, at \_\_\_\_\_'s address shown in the agreement or such other address designated within the agreement.

Notices will be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- D. **USE OF U.S. FOREST SERVICE INSIGNIA.** In order for \_\_\_\_\_ to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications prior to use of the insignia.
- E. **AVAILABILITY OF FUNDS.** U.S. Forest Service funds in the amount of \$ \_\_\_\_\_ are currently available for performance of this agreement through \_\_\_\_\_ (per 31 U.S.C. 1517). The U.S. Forest Service's obligation for performance of this agreement 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 U.S. Forest Service for any payment may arise for performance under this agreement beyond \_\_\_\_\_ until funds are made available to the U.S. Forest Service for performance and until \_\_\_\_\_ receive(s) notice of availability to be confirmed in a written modification by the U.S. Forest Service.

- F. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. \_\_\_\_\_ is/are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:

" \_\_\_\_\_ of the U.S Forest Service, Department of Agriculture \_\_\_\_\_."

\_\_\_\_\_ may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. \_\_\_\_\_ is/are requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to the U.S. Forest Service's Office of Communications as far in advance of release as possible.

- G. INFORMATION SECURITY. By accepting this agreement, the servicing agency agrees to comply with all Federal information technology (IT) laws, regulations and requirements; and shall be responsible for properly protecting all information used, gathered, or developed as a result of work under this agreement.

The servicing agency shall, upon request, provide to the U.S. Forest Service Information Security staff for review and examination documentation which supports the servicing agency's assertion that adequate security controls are in place to protect U.S. Forest Service information and data which it holds. Documentation may include, but is not limited to, certification and accreditation documentation, security testing results, audit and assessment results, and risk documentation.

The servicing agency shall notify the U.S. Forest Service Computer Incident Response Team (CIRT), by e-mail, at CIRT@fs.fed.us, within 1 business day of any security incidents which affected or may affect the confidentiality, integrity, or availability of the U.S. Forest Service information and data which it holds, and include an analysis of the extent of the incident and summary of preliminary corrective actions.

- H. USE OF GOVERNMENT OWNED VEHICLE. U.S. Forest Service vehicles may be used for official U.S. Forest Service business only in accordance with FSH 7109.19, ch. 60, the requirements established by the region in which performance of this agreement takes place, and the terms of this agreement.
- I. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATION, AUDIOVISUALS AND ELECTRONIC MEDIA. \_\_\_\_\_ shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.
- J. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. \_\_\_\_\_ shall include the following statement, in full, in any printed, audiovisual



material, or electronic media for public distribution developed or printed with any Federal funding.

***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 must, at minimum, include the following statement, in print size no smaller than the text:

***"This institution is an equal opportunity provider."***

- K. TERMINATION – INTERAGENCY AGREEMENTS. This IA may be terminated upon calendar days' written notice by either party. If this agreement is cancelled, any implementing contract/order may also be cancelled. If the IA is terminated, the agencies shall agree to the terms of the termination, including costs attributable to each party and the disposition of awarded and pending actions. If the Servicing Agency incurs costs due to the Requesting Agency's failure to give the requisite notice of its intent to terminate the IA, the Requesting Agency shall pay any actual costs incurred by the Servicing Agency as a result of the delay in notification, provided such costs are directly attributable to the failure to give notice.
- L. ALTERNATE DISPUTE RESOLUTION – INTERAGENCY. The parties to this agreement shall settle any disputes that may arise under this agreement by following direction in the Treasury Financial Manual, Volume 1, Bulletin 2011-04, Section VII ("Resolving Intragovernmental Disputes and Major Differences").
- M. COPYRIGHTING. is/are granted sole and exclusive right to copyright any publications developed as a result of this agreement. This includes 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 agreement. However, shall not sell or grant copyrights to a 3<sup>rd</sup> 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 must be transferred to any sub-agreements or subcontracts.

This provision includes:

1. The copyright in any work developed by under this agreement.



2. Any right of copyright to which purchase(s) ownership with any federal contributions.

MODIFICATIONS. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least \_\_\_\_\_ days prior to implementation of the requested change. The \_\_\_\_\_ is not obligated to fund any changes not properly approved in advance.

- N. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through \_\_\_\_\_ at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.
- O. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.

\_\_\_\_\_, Date

\_\_\_\_\_, Date  
U.S. Forest Service,

The authority and format of this agreement has been reviewed and approved for signature.

\_\_\_\_\_, Date  
U.S. Forest Service Grants & Agreements Specialist

Burden Statement

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 0596-0217. The time required to complete this information collection is estimated to average 4 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.