

FS Agreement No. _____

Cooperator Agreement
No. _____

Supplemental Provisions to the 7600A or Equivalent Form

21. NOTICES

Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or _____ is/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 grant/agreement.

To _____, at the _____ address shown in the grant/agreement or such other address designated within the grant/agreement.

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

22. INFORMATION SECURITY

By accepting this agreement, the servicing agency agrees to comply with all Federal information 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.

If information is stored, developed, or transmitted electronically, 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 information technology (IT) 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.

23. ALTERNATIVE 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").

24. 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.

25. 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 30 days prior to implementation of the requested change. The _____ is not obligated to fund any changes not properly approved in advance.

26. SPECIAL BILLING REQUIREMENTS – FINANCIAL DOCUMENTATION

The _____ shall provide an itemized statement of actual expenditures to _____ .

Send the itemized statement to:

Attn:

27. SPECIAL BILLING REQUIREMENTS – FINANCIAL DOCUMENTATION

Reimbursable billings shall be issued at the prescribed frequency based on expenditures recorded in the Forest Service accounting system for work performed. Bills for Collection reflect an aggregate amount for the billing period. 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:

28. SPECIAL BILLING REQUIREMENTS – PROGRAM DOCUMENTATION

The U.S. Forest Service Program Manager shall provide _____ with a written report that meets specific documentation requirements.

29. 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.

30. 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 advance security training, and sign all applicable U.S. Forest Service statements of responsibilities.

31. AVAILABILITY OF FUNDS

U.S. Forest Service funds in the amount of \$ _____ are currently available for performance of this agreement through _____. 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.

32. PUBLIC NOTICES

It is 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 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 U.S. Forest Service's Office Communications as far in advance of release as possible.

33. 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.

34. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, 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.

These terms and conditions are incorporated and made a part of the referenced agreement.

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

U.S. Forest Service Grants Management Specialist

Date