



FS Agreement No. \_\_\_\_\_

Cooperator Agreement  
No. \_\_\_\_\_

**COOPERATIVE RESEARCH AND DEVELOPMENT AGREEMENT**

**Between The**

**And The  
USDA, FOREST SERVICE**

**Part A. COVER PAGE**

1. Project Title:

2. Parties:

A. \_\_\_\_\_, hereinafter referred to as “\_\_\_\_\_.”

B. USDA, Forest Service  
\_\_\_\_\_, hereinafter referred to as “U.S. Forest Service.”  
U.S. Tax Identification Number: 72-0564834  
DUNS Number: 929332484

3. Agreement Format. This agreement is comprised of the following Parts:

- A. Cover Page
- B. Articles
- C. Schedule 1 – Certifications
- D. Schedule 2 – Scope of Work
- E. Schedule 3 – Financial Plan



## **Part B. ARTICLES**

### **Article 1. Definitions**

- 1.1. U.S. Forest Service means the United States Forest Service, .
- 1.2. means Cooperator.
- 1.3. Agreement means this Cooperative Research and Development Agreement.
- 1.4. FOIA means Freedom of Information Act (5 U.S.C. 552).
- 1.5. Confidential Information means trade secrets or commercial or financial information that is privileged or confidential under the meaning of 5 USC 552(b)(4).
- 1.6. Subject Invention means any invention or other intellectual property conceived or first reduced to practice under this Agreement which is patentable or otherwise protectable under Title 35 of the United States Code, under 7 USC 2321, et seq., or under the patent laws of a foreign country. Specifically not included in the definition of Subject Inventions are inventions made outside the Scope of Work or prior to the execution of this Agreement.
- 1.7. Record means any book, document, accounting procedure and practice, or other data, regardless of type and regardless of form.
- 1.8. Scope of Work means those activities set forth in Schedule 2, entitled "Scope of Work."
- 1.9. Period of the Agreement means that period set forth under the Period of Agreement on the cover form for this agreement.

### **Article 2. Publications**

- 2.1 Subject to the requirements of confidentiality and preservation of rights in Subject Inventions, either party may publish the results of this Agreement, PROVIDED:
  - a. The manuscript is provided to the other party's Authorized Agent for review at least sixty (60) days prior to submission for publication.
  - b. The publication must acknowledge this Agreement and the contributions of each party's personnel.
  - c. The final decision as to the publication content rests with the party that writes the publication.
- 2.2 Publication and/or other disclosure of the results of this Agreement must be delayed as necessary to preserve both United States of America and foreign patent rights in a Subject Invention.
  - a. Such a delay will only be granted if requested in writing; and
  - b. The requesting party demonstrates promptness and diligence in seeking patent protection on the Subject Invention.



- 2.3 The U.S. Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, any of \_\_\_\_\_'s published work resulting from this cooperative project for Government purposes.
- 2.4 \_\_\_\_\_ shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.

### Article 3. Confidentiality

- 3.1 The U.S. Forest Service will process all requests for the release of information in accordance with the Freedom of Information Act (FOIA), 5 USC 552.
- 3.2 Confidential Information, which is owned by one party to this Agreement and disclosed to the other, must be labeled "CONFIDENTIAL" by the submitter and must not be disclosed by the recipient without permission of the owner, or for the period as defined per article 3.
- 3.3 Confidential information will only be shared with personnel who have a need to know.
- 3.4 To the extent either party orally submits its Confidential Information to the other party, the submitting party will prepare a document marked "CONFIDENTIAL" embodying or identifying in reasonable detail such orally submitted Confidential Information and provide the document to the other party within thirty (30) days of disclosure.
- 3.5 Neither party shall be bound by confidentiality if the Confidential Information received from the other party:
- Already is available to the public or known to the recipient;
  - Becomes available to the public through no fault of the recipient; or
  - Is non-confidentially, received from another party legally entitled to it.
- 3.6 Confidential Information, provided by \_\_\_\_\_, and which would otherwise be controlled in accordance 5 USC § 552(b)(4), and which is used or integral in the development of an invention or other intellectual property conceived or first reduced to practice under this Agreement, and which is patentable or otherwise protectable, under Title 35 of the United States Code (7 USC 2321, et seq.), or under the patent laws of a foreign country, must only remain confidential for a period of \_\_\_\_\_ years, \_\_\_\_\_ months, following the development of said invention or other intellectual property.
- 3.7 All information developed under this Agreement falling within the scope of the Agreement must be considered by both \_\_\_\_\_ and the U.S. Forest Service as confidential for a period of \_\_\_\_\_ years, \_\_\_\_\_ months, following the development the information.
- 3.8 Public access to grant or agreement records must not be limited, except when such records must be kept confidential and would have been excepted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).

### Article 4. Meetings, Reports and Records



- 4.1 Frequent and effective communication is essential to the successful accomplishment of the objectives of this Agreement. To this end, the U.S. Forest Service technical representative will contact \_\_\_\_\_'s technical representative to discuss dates/times/frequency for any agreed-to meetings. Meetings must be coordinated by the U.S. Forest Service.
- 4.2 Any such plan or recommendation that is outside the Scope of Work must be reduced to writing and referred to the Authorized Agent of each party for appropriate action. Any such plan or recommendation so referred must not be binding upon either party unless incorporated into this Agreement by written amendment.
- 4.3 Each party shall keep complete records relating to this research. All such records must be available for inspection by \_\_\_\_\_, U.S. Forest Service, Comptroller General or any authorized representative at reasonable times. The records, or true copies of them, must be delivered upon request.
- 4.4 The results of this Agreement and research data that are collected, compiled, and evaluated under this Agreement must be shared and mutually interchanged by \_\_\_\_\_ and the U.S. Forest Service.
- 4.5 Interim Select from drop down reporting Select from the drop down be submitted by either party. A final report summarizing all data shall be submitted by each party, separately or jointly, to both parties' Authorized Agents within sixty days of Agreement completion.
- 4.6 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 are effective when delivered in accordance with this article, or on the effective date of the notice, whichever is later.

Article 5. Ownership of Inventions

- 5.1 All rights, title, and interest in any Subject Invention made solely by employee(s) of the U.S. Forest Service shall be owned by the U.S. Forest Service.
- 5.2 All rights, title, and interest in any Subject Invention made solely by employee(s) of \_\_\_\_\_ shall be owned by \_\_\_\_\_.
- 5.3 All rights, title, and interest in any Subject invention made jointly by at least one (1) employee of the U.S. Forest Service and at least one (1) employee of \_\_\_\_\_ shall be jointly owned by the U.S. Forest Service and \_\_\_\_\_.



## Article 6. Subject Invention Licenses

- 6.1 Patent rights obtained on joint Subject Inventions made by two or more persons shall be owned in accordance with the obligations of the persons making such inventions to assign their interest therein, and both the U.S. Forest Service and \_\_\_\_\_ shall jointly own an undivided interest in the patent rights on all Subject Inventions which jointly involve an employee of the U.S. Forest Service and \_\_\_\_\_. The undivided interest of the U.S. Forest Service in such patent rights must be subject to the option and right of first refusal in paragraph 6.3, below.
- 6.2 \_\_\_\_\_ is/are granted an option to negotiate an exclusive license in each Subject Invention owned or co-owned by the U.S. Forest Service for one or more field(s) of use encompassed by the Scope of Work. This license must be consistent with the requirements of 35 USC 209(a), 209(b) (manufactured substantially in the U.S.), and 209(f) and other such terms and conditions as may be reasonable under the circumstances, as agreed upon through good faith negotiations between \_\_\_\_\_ and the U.S. Forest Service.
- 6.3 This option to negotiate an exclusive license shall terminate whenever \_\_\_\_\_ fail(s) to:
- a. Submit a complete application for an exclusive license within 60 to 120 days of being notified the U.S. Forest Service of an Inventions availability for licensing; or
  - b. Submit a good faith written response to a written proposal of licensing terms within 45 to 60 days of such proposal.
- 6.4 \_\_\_\_\_ grant(s) the U.S. Forest Service, on behalf of the U.S. Government, a royalty free, nonexclusive, worldwide, irrevocable, nontransferable license for any of \_\_\_\_\_'s solely owned Subject Invention. The purpose of this license must be to practice the Subject Invention or have it practiced, by or on behalf of the U.S. Government, for research or other U.S. Government purposes. 15 USC 3710a(b)(2).

## Article 7. Subject Invention Information

- 7.1 The Authorized Agents or designees of each party shall promptly make written disclosure to each other of each Subject Invention.
- 7.2 This information must be treated in confidence by the receiving party, EXCEPT: it may be shared with those having a need to know.
- 7.3 Each party shall provide, when requested by the other, all information in its possession, or true copies thereof, pertaining to a Subject Invention which may be necessary or useful in the preparation, filing, and prosecution of patent applications covering the Subject Invention.

## Article 8. Intellectual Property Protection Applications



- 8.1 shall have the first option to prepare and prosecute patent applications, foreign and domestic, on Subject Inventions owned or co-owned by the U.S. Government, subject to the following conditions:
- a. All documents must be submitted to the U.S. Forest Service sufficiently in advance to filing to allow the U.S. Forest Service a reasonable opportunity to review and make recommendations thereon;
  - b. Copies of all correspondence from the U.S. Patent and Trademark Office and foreign equivalent offices must be provided promptly to the U.S. Forest Service;
- 8.2 The act of preparing and/or filing documents, per se, does not entitle to any rights in such Inventions or the reimbursement of costs incident to patent prosecution.
- 8.3 The U.S. Forest Service shall have the right at any time, at its sole discretion, concerning Subject Inventions solely owned by the U.S. Government, to: (1) assume responsibility for prosecuting any such application; and (2) permit any application to become abandoned or issued patent/certificate to expire, subject to the provisions of any license agreement relating to the subject matter.
- 8.4 The U.S. Forest Service agrees to provide consultation and advice in the preparation, filing, and prosecution of patent applications on Subject Inventions.
- 8.5 The assignee of record for all patents owned by the U.S. Forest Service shall be "The United States of America as represented by the Secretary of Agriculture, Washington, D.C." Joint ownership by the Government must be set forth in patents.

#### Article 9. Use of Name or Endorsements

shall not in any way state or imply that this Agreement or the results of this Agreement are an endorsement of its organizational units, employees, products, or services except to the extent permission is specifically granted by the U.S. Forest Service.

#### Article 10. Regulatory Compliance with Government Rules & Regulations

- 10.1 is/are responsible for obtaining appropriate opinions, permits, or licenses from Federal or State agencies, which regulate research materials, or commercial products that may arise from the research work performed within the Scope of Work.
- 10.2 In carrying out its responsibilities under this Article, shall:
- a. Consult and coordinate regulatory approval actions with the U.S. Forest Service; and
  - b. Give The U.S. Forest Service's Authorized Agent or designee a copy of any applications and opinions, permits, or licenses issued.
- 10.3 Both parties acknowledge and agree to comply with all applicable laws and regulations of the Animal Plant Health and Inspection Service, The Center for Disease Control, and /or Export Control Administration pertaining to possession or transference of technical information, biological materials, pathogens, toxins, genetic elements, genetically engineered microorganisms, vaccines, and the like.



- 10.4 Both parties shall adhere to the U.S. Export Administration Laws and Regulations and shall not export or re-export any of the other party's technical data or products received under this Agreement or the direct product of such technical data to any proscribed country listed in the U.S. Export Administration Laws and Regulation unless properly authorized by the U.S. Government.
- 10.5 Pursuant to 41 U.S.C. 22, no United States member of, or United States delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.

#### Article 11. Liability

It is understood and agreed that neither party to this Agreement is responsible for any damages or injuries arising out of the conduct of activities governed by this Agreement, except to the extent that such damages and/or injuries were caused by the negligent or wrongful acts or omissions of its employees, agents or officers. U.S. Forest Service liability is limited by the Federal Tort Claims Act, 28 USC 2671, et. seq.

#### Article 12. Termination

- 12.1 Either party may unilaterally terminate this entire Agreement at any time by giving the other party written notice not less than sixty (60) calendar days prior to the desired termination date.
- 12.2 Articles 2. "Publications", 3. "Confidentiality", 5. "Ownership", 6. "Subject Invention Licenses", 9. "Use of Name or Endorsements", and 11. "Liability" must survive the expiration or termination of this Agreement.
- 12.3 If either party unilaterally terminates this Agreement pursuant to Article 12.1, each party shall return to the other or destroy, as shall be then agreed, any and all data and materials originated or provided by one party to the other that is still in the receiving party's possession within thirty (30) days of termination.

#### Article 13. Legal Authority

- 13.1 has/have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.
- 13.2 The U.S. Forest Service is entering into the Agreement under the authority of the Federal Technology Transfer Act of 1986 (15 U.S.C. § 3710a).

#### Article 14. Disputes



- 14.1 Any dispute arising under this Agreement, which cannot be readily resolved, must be submitted jointly to the Authorized Agents, identified in Article 15 of these General Provisions.
- 14.2 Each party agrees to seek in good faith to resolve the issue through negotiation or other forms of nonbinding dispute resolution processes mutually acceptable to the parties.
- 14.3 Pending the resolution of any dispute or claim pursuant to Article 14, the parties agree that performance of all obligations shall be pursued diligently.

Article 15. Notices and Authorized Agents

All notices pertaining to or required by this Cooperative Research and Development Agreement that interpret or may have a bearing on the legal effect of this Agreement’s terms and conditions must be in writing and signed by the authorized business representative shown below.

**Cooperator Authorized Business Representative**

Name:  
Title:  
Address:

Phone:  
FAX:  
E-Mail:

**Cooperator Authorized Technical Representative**

Name:  
Title:  
Address:

Phone:   
FAX:  
E-Mail:

**U.S. Forest Service Authorized Business Representative**

Name:  
Title:  
Address:

Phone:  
FAX:  
E-Mail:

**U.S. Forest Service Authorized Technical Representative**

Name:  
Title:  
Address:

Phone:  
FAX:  
E-Mail:

Article 16. Limitation on U.S. Forest Service Scientific Representative’s Authority

- 16.1 The U.S. Forest Service’s Technical Representative is authorized to perform the research and development falling within the Scope of Work. Neither the Technical Representative nor their staff is authorized to change or interpret with authority the terms and conditions of this Agreement.
- 16.2 All persons performing under this agreement shall be aware of and perform according to the U.S. Forest Service Code of Scientific Ethics found at:  
[http://www.fs.fed.us/research/publications/fs\\_code\\_of%20 scientific ethics.pdf](http://www.fs.fed.us/research/publications/fs_code_of%20scientific_ethics.pdf)





16.3 This agreement is subject to the “Guidelines for Ensuring and Maximizing the Quality, Objectivity, Utility, and Integrity of Information Disseminated by Federal Agencies; Republication” and the “USDA Guidelines for Quality of Information” which can be found at <http://www.fs.fed.us/qoi/>.

#### Article 17. Assignments

- 17.1 Neither this Agreement nor any rights or obligations of the parties hereto must be assigned or otherwise transferred by either party without the prior written consent of the other party, which consent must not be unreasonably withheld.
- 17.2 The U.S. Forest Service is an agency of the U.S. Government and any rights or obligations created under this Agreement are freely transferable within the U.S. Government and must not be deemed an “assignment” as contemplated by this Article 17.

#### Article 18. Relationship of Parties

- 18.1 The U.S. Forest Service and \_\_\_\_\_ act in their independent capacities in the performance of their respective functions under this Agreement and neither party is to be considered the officer, agent, or employee of the other.
- 18.2 Each party shall allow, consistent with policies and procedures of the U.S. Forest Service and \_\_\_\_\_, access to their facilities, as needed.
- 18.3 Each party shall separately assign personnel, equipment, supplies, transportation, and facilities, as needed and available to meet respective responsibilities hereunder, such resources to remain the property of the assignor.

#### Article 19. Force Majeure

- 19.1 Neither party shall be liable for any unforeseeable event beyond its reasonable control not caused by the fault or negligence of such party:
- a. Which causes the party to be unable to perform its obligations under this Agreement; and
  - b. Which it has been unable to overcome by the exercise of due diligence.
  - c. This includes, but is not limited to, flood, drought, earthquake, storm, fire, pestilence, lightning and other natural catastrophes, epidemic, war, riot, civil disturbance or disobedience, strikes, labor dispute, failure, or sabotage of either party’s facilities or any order or injunction made by a court or public agency.
- 19.2 In the event of the occurrence of such force majeure event, the party unable to perform shall promptly notify the other party. It must also:
- a. Use its best efforts to resume performance as quickly as possible;
  - b. Suspend performance only for such period of time as is necessary as a result of the force majeure event.



### Article 20. Severability

The illegality or invalidity of any provision of this Agreement must not impair, affect, or invalidate the other provisions of this Agreement.

### Article 21. Ambiguities

The U.S. Forest Service and \_\_\_\_\_ agree that each party has reviewed this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement.

### Article 22. Subcontracting Approval

- 22.1 A party hereto desiring to obtain and use the services of a third party via contract or otherwise shall give prior notice to the other party, including details of the contract or other arrangement.
- 22.2 This requirement is to assure that confidentiality is not breached and rights in Subject Inventions are not compromised.

### Article 23. Governing Law

The construction, validity, performance, and effect of this entire Agreement must be governed by the laws applicable to the Government of the United States of America as practiced in the Federal Courts located in the District of Columbia.

### Article 24. Entire Agreement

- 24.1 This Agreement constitutes the entire agreement between \_\_\_\_\_ and the U.S. Forest Service and supercedes all prior agreements and understandings between them with respect to its subject matter.
- 24.2 Any representatives, promise, or condition in connection with such subject matter, which is not incorporated in this Agreement, must not be binding upon either party.
- 24.3 No modifications, renewal, extension, waiver, or termination of this Agreement or any of its provision must be binding upon the party against whom enforcement of such modification, renewal, extension, waiver, or termination is sought, unless made in writing and signed on behalf of such party by that party's Authorized Agent.
- 24.4 As used herein, the word 'termination' includes any and all means of bringing to an end prior to its expiration by its own terms of this agreement, or any provision thereof, whether by release, discharge, abandonment, or otherwise.



### Article 25. Modifications

Modifications within the scope of the agreement must be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by the Authorized Agents of both parties, prior to any changes being performed.

### Article 26. Commencement/Expiration

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.

### Article 27. Nonexpendable Equipment

- 27.1 All expendable equipment purchased by either party and contributed to this Agreement is and shall remain the property of the purchasing party.
- 27.2 Nonexpendable equipment placed upon U.S. Forest Service property by \_\_\_\_\_ must have U.S. Forest Service approval and clearly marked as \_\_\_\_\_'s property.
- a. Said property shall be transported and maintained at \_\_\_\_\_'s expense, absent a clear prior commitment from the U.S. Forest Service, to transport and maintain the equipment.
  - b. All of \_\_\_\_\_'s property placed upon or in U.S. Forest Service property must be properly removed by \_\_\_\_\_, at \_\_\_\_\_'s expense, upon termination or completion of this Agreement.
  - c. U.S. Forest Service shall retain any of \_\_\_\_\_'s property, and take title thereto, if said property is not removed from the U.S. Forest Service property within thirty (30) days of the termination or completion of this Agreement.
  - d. U.S. Forest Service property disturbed by the placement of \_\_\_\_\_'s property must be returned to its original condition by and at the expense of \_\_\_\_\_.

### Article 28. Conduct of Cooperator Employees

- 28.1 \_\_\_\_\_'s employee(s) while engaged in work upon or in a U.S. Forest Service facility shall abide by U.S. Forest Service workplace rules.
- 28.2 Such rules address conduct, hours of work, laboratory procedures, equipment operating standards, research notebooks, etc.
- 28.3 U.S. Forest Service Scientific Representatives shall respond to \_\_\_\_\_ when queried concerning the details of the U.S. Forest Service workplace rules.

### Article 29. Insurance



shall provide Worker’s Compensation and other insurance coverage in types and amount sufficient to protect the Federal Government’s interest from damage claims resulting from \_\_\_\_\_’s use of facilities, equipment, materials, and supplies.

Article 30. Supervision of Cooperator Personnel

30.1 U.S. Forest Service may, as agreed to by \_\_\_\_\_, supervise the technical work (only) of \_\_\_\_\_’s employee(s) while at the U.S. Forest Service facility, and while engaged in work within the scope of this Agreement.

30.2 U.S. Forest Service may not interfere in the employer/employee relationship between \_\_\_\_\_ and its employees.

Article 31. 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 have been reviewed and approved for signature.

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



**Part C. SCHEDULE 1 - CERTIFICATIONS**

certify(s) that it:

- 1. \_\_\_\_\_ is \_\_\_\_\_ is not, a small business.
- 2. \_\_\_\_\_ is \_\_\_\_\_ is not, a minority business.
- 3. Operates as:
  - \_\_\_\_\_ an individual
  - \_\_\_\_\_ a partnership
  - \_\_\_\_\_ a corporation
  - \_\_\_\_\_ limited liability corporation
  - \_\_\_\_\_ public institution
  - \_\_\_\_\_ private institution
  - \_\_\_\_\_ educational institution

and is incorporated in the State of \_\_\_\_\_ .

- 4. Has not paid or agreed to pay any company or person (other than a bona fide employee working solely for \_\_\_\_\_ ) any fee, commission, percentage, or brokerage fee, contingent upon the award of this Agreement, and if so, agrees to furnish information relating thereto, as requested, by the Authorized Departmental Officer.
- 5. Has not employed or retained any company or person (other than a full-time bona fide employee working solely for \_\_\_\_\_ ) to solicit or secure this Agreement.
- 6. Its Principal Officers are not listed on the U.S. Government's list of debarred and suspended organizations and individuals; shall notify the Authorized Departmental Officer if so listed; and shall not subcontract or otherwise award to any organization or individual so listed.
- 7. Agrees to comply with the provisions of the Civil Rights Act of 1964, as amended, and Executive Order 11246, addressing equal opportunity and affirmative action.
- 8. Agrees to comply with the provisions of Title IX of the Education Amendment of 1972, 20 USC 1681, et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC 794; Age Discrimination Act of 1975, 42 USC 6101-6107; Clean Air Act, 42 USC 7401, et seq.; and Drug-Free Workplace Act of 1988, 41 USC 701, et. seq.
- 9. Is in a position to undertake this Agreement, to include performing all responsibilities and making any and all payments, as described in Schedule 2.

**Part D. SCHEDULE 2 – SCOPE OF WORK**

Project Information

- A. Background/Scope of Work:



B. Program/Research Objectives:

C. Program Stages:

D. U.S. Forest Service Shall:

1. Deposit all cash funds received under the terms of this Agreement to a U.S. Forest Service Cooperative Work Fund to be used for the purpose for which contributed, including related overhead expenses.
2. The U.S. Forest Service shall provide an itemized statement of actual expenditures to \_\_\_\_\_ with each Bill for Collection.
- 3.

E. Shall:

1. Pay any shipping charges to and from the FPL associated with this research, including waste disposal charges generated by this study in excess of those considered normal by the U.S. Forest Service.
2. Provide the following research support:
  - a.
  - b.
  - c.
3. Make Select from the drop down to the U.S. Forest Service in the total amount of \$ \_\_\_\_\_ with a payment schedule as follows:
  - (a) \_\_\_\_\_ payments upon receipt of a bill of collection(s) (invoice).



- (b) Overhead will be assessed at the rate of            %.
- (c) The address to which each Bills for Collection (Invoices) shall be sent:


- (d) Nothing herein shall be construed as obligating the U.S. Forest Service to expend or as involving the United States in any contract or other obligation.
- (e)                    may pay the travel and per diem of U.S. Forest Service scientific representatives traveling pursuant to this Agreement if such payment receives the prior approval of the U.S. Forest Service Station Director.
- (f) Funds collected in advance by the U.S. Forest Service, which are not spent or obligated for the project(s) approved under this agreement, may be refunded to                    , authorized for use for a new agreement by                    , or waived by                    . A DUNS number and registration in the Central Contractor Registry (CCR) by                    may be necessary to process a refund. Due to processing costs, any balance less than \$25 shall not be refunded to                    .

**Part E. SCHEDULE 3 - FINANCIAL PLAN****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.