**U.S. GEOLOGICAL SURVEY Facility USE AND SERVICE Agreement (FUSA)**

**Authorized by 15 U.S.C. § 3710a, as amended**

**Instructions to preparer: Refer to Survey Manual (SM) Chapter 500.20, Technology Transfer Authority, for guidance on USGS policy. Where indicated, insert the information indicated within [brackets].**

**If this FUSA is prepared without any term changes (specifically to Section 9), meets all policy requirements in SM 500.20, and the collaborator is a US owned/controlled entity, the FUSA does not need to be reviewed by the Office of Policy and Analysis (OPA). In that case, you may remove all instructional notes and proceed to signature by the official delegated to sign the FUSA (see SM 205.13, Delegations of Authority for Entering into Agreements and to Accept Contributions).**

**If the collaborator has indicated changes to the terms or has inserted additional terms, or if the collaborator is controlled by a foreign government or foreign organization, then the FUSA must be submitted to OPA for review and approval.**

**When sending the draft agreement to the Collaborator, remove any instructional notes in this document that are provided as BOLD BLUE text.**

**Please review the** [**Conflict of Interest policy**](https://insight.usgs.gov/aei/offices/oa/opa/SitePages/Conflict%20of%20Interest%20(Ethics%20Office).aspx) **to determine if the PI needs to submit a COI for this agreement.**

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| **1. USGS Science Center or Facility Name, Address, and Website:** Click or tap here to enter text.  Click or tap here to enter text.  Click or tap here to enter text.  Click or tap here to enter text. |
| **2. Collaborator Name, Address, Website, and Organization Information:**  Click or tap here to enter text.  Click or tap here to enter text.  Click or tap here to enter text.  Click or tap here to enter text.  Choose an item.  Choose an item.  **Collaborator Tax ID Number [if applicable]:** Click or tap here to enter text.  **Collaborator DUNS Number [if applicable]:** Click or tap here to enter text.  **If the organization is a subsidiary, provide the name of the Parent Organization:**  **[This section can be removed if it is not applicable.]**  Click or tap here to enter text.  Choose an item.  Choose an item.  Click or tap here to enter text. |
| **3. Describe Type of Technical Assistance to be Furnished by USGS:**  Click or tap here to enter text.  **[Provide a brief explanation of the type of equipment and/or services to be provided that has value to the Collaborator. Examples of items to include are:**   * **Will the laboratory allow the Collaborator to work on-site and use USGS equipment?** * **If “yes,” will there be disclaimers for safety and/or requirements for insurance?** * **What provisions or conditions for samples, materials or equipment may be provided?** * **What is the disposition of samples, materials and/or equipment upon research completion?** * **What is the disposition of samples, materials and/or equipment upon termination?]** |
| **4. Benefit of Project Work to USGS Missions:**  Click or tap here to enter text.  **[Provide a short background section that describe how the proposed activities benefit the USGS mission.]** |
| **5. Collaborator Explanation of How Specified Research Assists the Organization, Program or**  **Project Work:**  Click or tap here to enter text.  **[Per OMB Circular A-76, the government cannot compete with the private sector. In this section explain how the USGS differs from similar services or capabilities in the private sector.]** |
| **6. Agreement Term/Delivery Date:**  This Agreement will commence on the effective date of this Agreement. The effective date of this Agreement shall be the date of the last signature by the Parties. The expiration date of this Agreement shall be Click or tap to enter a date. The Agreement may be extended by mutual written agreement of the Parties. **[NOTE: The project cannot begin until the date of the last signature is affixed on the signature page. If the parties wish to establish a delivery date that is before the end of the agreement term, they can draft a statement that describes the delivery date.]** |
| **7. Reimbursement/Cost Share:**  The total cost reimbursement on this Agreement is not to exceed $Click or tap here to enter text.. Additional costs can be added by amendment of this Agreement.Collaborator/User assumes all risks and costs associated with shipment of materials to and from the USGS facility. **[The FUSA can be established two ways: 1) If the parties anticipate that there will be multiple batches of samples sent for analysis or multiple visits to the USGS lab, then the FUSA can be established as a “not to exceed” agreement and each time the collaborator needs to interact with the USGS, they do an amendment to add funds and tasks. 2) Alternatively, if the parties believe there will be only one interaction between them, you can replace the first two sentences so they say “**The total cost reimbursement on this Agreement is $Click or tap here to enter text.. Additional costs can be added by amendment of this Agreement.” **If the situation changes and the parties end up needing to add funds, they could do so through an amendment provided the agreement has not expired.]**  **Cost of Analysis for Each Sample and the Estimated Number of Samples Provided During the Term:**  **Billing Term:**  **[For the billing term there are now two options. The first is for when the parties will be pursuing an agreement based on paying in advance. The second is for when the parties will be pursuing an agreement based on reimbursable expenses. Please choose the proper option, insert the appropriate billing information (choices provided in bold text), and delete the other clause.]**  ***OPTION 1:*** This agreement has been negotiated to be paid in advance on Choose an item. basis and will not be subject to interest, administrative, or penalty fees. In the event payment is not received in accordance with the billing terms/schedule, the USGS will bill based on expenses incurred and will bearinterest, and other fees required by Federal Law, at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.  ***OPTION 2:*** This agreement has been negotiated to be paid based on expenses incurred. The USGS will submit invoices to the Collaborator’s administrative contact, identified in Article 9, on Choose an item. basis. Invoices not paid within Choose an item. will bear Interest, and other fees required by Federal Law, at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury. |
| **8. Contacts (Full Name/Phone/Email/Office Address):**    USGS Technical: Click or tap here to enter text., Click or tap here to enter text., Click or tap here to enter text., Click or tap here to enter text.  USGS Financial: Click or tap here to enter text., Click or tap here to enter text., Click or tap here to enter text., Click or tap here to enter text.  Collaborator Technical: Click or tap here to enter text., Click or tap here to enter text., Click or tap here to enter text., Click or tap here to enter text.  Collaborator/User Financial: Click or tap here to enter text., Click or tap here to enter text., Click or tap here to enter text., Click or tap here to enter text. |
| **9. Administrative Terms: [If no changes are made to this section and the collaborator is a domestic owned/controlled organization, then the center can proceed with obtaining signatures. If the collaborator requests changes to this section and/or the collaborator is a foreign owned/controlled organization, then the center will have to submit this agreement to the Office of Policy and Analysis.]**   1. Collaborator/User has determined that the capabilities of the above listed facility are unique, and not knowingly readily available from the private sector. 2. Scientific results will be provided on a “best efforts” basis by USGS. 3. USGS makes no EXPRESS OR IMPLIED WARRANTY AS TO THE CONDITIONS OF THE RESEARCH, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE RESEARCH, DATA OR RESULTING PRODUCT INCORPORATING DATA DEVELOPED AND EXCHANGED UNDER THIS AGREEMENT. THESE PROVISIONS SHALL SURVIVE THE TERMINATION OF THE AGREEMENT. 4. The parties certify that no intellectual property (IP) is expected or exchanged as a result of the Agreement. 5. Collaborator/User understands that Government work will have priority over this project in the event that a scheduling conflict develops in the laboratory. 6. Both USGS and Collaborator/User may utilize the generated information developed by USGS in databases, papers or as part of other scientific information. The parties acknowledge that publications and reports prepared from this project or subject to USGS fundamental science practices (FSP). 7. This Agreement may be terminated on 30 days written notice by either party to the other. Work by USGS in process at the time of cancellation will be completed and invoiced to the Collaborator/User. The obligation to make and the ability to accept payments survive the effective dates of the actual Agreement. 8. The Technical Contacts listed herein shall attempt to jointly resolve any disputes arising from the Agreement. Any dispute that they are unable to resolve shall be submitted to the Director of the USGS, or his designee; and the President or his designee of Collaborator/User, for final resolution. 9. For purposes of this Agreement and all services to be provided hereunder, each party shall be, and shall be deemed to be, an independent entity and not an agent or employee of the other party. Each party agrees to be responsible for the activities, including the negligence, of their employees. As a Federal entity, USGS liability is limited by the Federal Tort Claims Act, codified at 28 U.S.C. 2671, et seq. 10. The terms of this Facility Use and Service Agreement are the only terms that govern the parties’ Agreement and the research /technical work to be completed by USGS. USGS is not bound by and does not accept any additional or supplemental terms or conditions contained in any Purchase Order or other document used by Collaborator/User to order or pay for research services. Such documents are accepted by USGS solely as a convenience to the Collaborator/User and are not intended to modify or expand the terms of the parties’ Agreement. 11. This Agreement is subject to renewal (or may be renewed) by mutual written agreement of the parties. 12. The Parties acknowledge that materials or information resulting from the performance of activities described within this Agreement may be subject to export control laws of the United States including those concerning national security and each Party is responsible for its compliance with such laws. |
| **SIGNATURES- By executing this Agreement, each party represents that all statements made herein are true, complete, and accurate to the best of its knowledge; that each has read and understood this Agreement prior to signing; and that each enters into it freely and voluntarily.**  **The USGS signatory certifies that:**   * **The USGS signatory is consistent with the delegations of authority to sign agreements, SM 205.13.** * **The Collaborator is a U.S. owned organization or the FUSA was coordinated with OPA if the Collaborator is a non-U.S. owned organization.** * **The standard FUSA clauses in section 9 have not been modified. If they have been modified, the changes have been coordinated with OPA.** * **The COI form has been coordinated with the Ethics Office, if applicable.** |
| |  |  | | --- | --- | | **U.S. Geological Survey** | **Collaborator** | | Click or tap here to enter text. | Click or tap here to enter text. | | Signature Date | Signature Date | | Title | Title | |