United States Department of the Interior

U.S. GEOLOGICAL SURVEY

C [CenterName]

[CenterAddress]

[CenterCity], [CenterState] [CenterZipCode]

|  |  |  |
| --- | --- | --- |
| [NowFormal]  [ctSalutation] [ctFirstName] [ctLastName]  [ctTitle]  [CustomerName]  [ctAddressOne]  [ctAddressTwo]  Dear [ctSalutation] [ctLastName]:  Enclosed are two signed originals of our standard joint-funding agreement for the project(s) [CenterName] Water Resources Investigations, during the period [StartDateFormal] through [EndDateFormal] in the amount of [FundingCust] from your agency. [usgsFundingSentence] Please sign and return one fully-executed original to [FinancialReviewer] at the address above.  Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **[StartDateFormal]**.If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact [utFirstName] [utLastName] by phone number [utPhoneWork] or email [utEmail] to make alternative arrangements.  This is a [FundsType] cost agreement to be billed [BillingFrequency] via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact [ubFirstName] [ubLastName] at phone number [ubPhoneWork] or email at [ubEmail].  The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.  Sincerely,  [Director]  [DirectorTitle]    Enclosure  [PurchaseOrderNum] (2) |  |  |

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | | FBMS Customer Number | **[FBMSNumber]** | SO Number | **[SONumber]** | Agreement/PO Number | **[PurchaseOrderNum]** |  |  | | --- | | **NON-FEDERAL CHECKLIST** |  |  | | --- | | **Elements of Agreement.** All elements on the checklist must be included in the agreement package when applicable. Indicate by N/A if the element is not applicable. Each section must be verified byinitialing on the line provided. The items where a check mark exists in the Page # column are mandatory and the page number must be provided to identify where the element can be found in the agreement package. The agreement package consists of the signed agreement and/or modification; cover/acceptance letter, addendum, or email; completed and signed reimbursable agreement checklist; and any other supporting documentation (e.g., exception memo, special rate approval). | |
| |  |  |  | | --- | --- | --- | | **NON-FEDERAL CUSTOMER INFORMATION SECTION:** | ***Initials:****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* | | | *Page #* | *Comments* | | 1) Agreement/PO Number | √ 1 | [PurchaseOrderNum] | | 2) Name of Organization | √ 1 | [CustomerName] | | 3) TIN *(excluding foreign)* | √ 1 | [TIN] | | 4) DUNS Number *(if available)* | √ N/A |  | | 5) Point of Contact | 2 | [ctName] | | 6) Address | 2 | [ctFullAddress] | | 7) Office phone, Fax and/or Email | 2 | [ctPhoneWork] | | 8) Signature(s) and Date(s) | √ 2 |  | | **USGS INFORMATION SECTON:** | ***Initials:****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* | | | *Page #* | *Comments* | | 1) Organization and Cost Center | √ 1 | [OrgAbbrev] | | 2) Legal authority to enter into agreement | √ 1 | Must be in the Agreement Package; 43 USC 36C; 43 USC 50, and 43 USC 50b | | 3) Project Chief/Principal Investigator | 2 | [utName] | | 4) Address | 2 | [utFullAddress] | | 5) Office phone, Fax and/or Email | 2 | [utPhoneWork] / [utPhoneFax] / [utEmail] | | 6) Signature(s) and Date(s) | √ 2 | Is Agreement signed in accordance with Financial Delegations of  Authority? For Non-Standard JFAs see SM 205.13.A | | **SCOPE OF WORK SECTION:** | ***Initials:****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* | | | *Page #* | *Comments* | | 1) Period of Performance | √ 1 | Start & End Date; [StartDate] – [EndDate] | | 2) Description of Services and Responsibilities | 1 |  | | 3) Agreement Deliverables *(if applicable)* |  |  | | 4) Authority to Publish *(if applicable)* | √ 1 |  | | 5) If in-kind services provided, describe in agreement including  amount (if applicable) |  | Voucher must be sent in with agreement. If not currently available.,  date you plan to forward to OAFM/FM | | 6) Equipment/Property requirements or restrictions *(if applicable)* |  |  | | 7) Multiple Tasks *(if applicable)* |  |  | | **FUNDING INFORMATION SECTION:** | ***Initials****:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* | | | *Page #* | *Comments* | | 1) Total Amount of Agreement | √ 1 | USGS [FundingUSGS] / Cust [FundingCust] | | 2) Modification Number *(if applicable)* | √ |  | | 3) Amount of Modification  *(if applicable)* | √ |  | | 4) Fixed Cost *(if applicable)* | √ 1 | [FundsType] | | 5) Funding Limitations | √ | Yes / No and include page # if yes | | **BILLING INFORMATION SECTION:** | ***Initials:****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* | | | *Page #* | *Comments* | | 1) Billing Address/Contact/Office Phone | √ 2 | [cbName] / [cbFullAddress] | | 2) Frequency of Billing | √ 2 | (Circle One) Monthly, Quarterly, Semi-annual, Annual | | 3) Mandatory Termination Clause | √ 1 |  | | **INTERNAL INFORMATION SECTION:** | | | **Miscellaneous (if Applicable):** |  | *If Applicable:* | | *1) OPA Approval (if applicable)* |  |  | | *2) Conflict of Interest (COI) Form - (as applicable for Private Entities)* |  | Must be available at Cost Center | | 3) Cost Share |  | Must be available at Cost Center | | 4) Special/Reduced Rate Approval |  | Must be scanned in FBMS for FM approval | | 5) Cover/Acceptance Letter |  | Copy of official letter to accept funds, state authority to publish,  reimbursable, etc., must be filed with the agreement at the Center | | 6) Supports USGS Program |  | Write In – Functional Area: **G40CP0000** | | 7) Cost Calculations for Direct/Indirect Costs |  | Must be available at Cost Center | |

|  |  |
| --- | --- |
| **Project Chief/Principal Investigator** (*Name/Phone/Signature*)  [utNamePD] | **Date** [Now] |
| **Cost Center Financial Reviewer** (*Name/Phone/Signature*)  [FinancialReviewerWithPhone] | **Date** [Now] |

Updated May 2018

|  |  |  |
| --- | --- | --- |
| **Form 9-1366**  **(May 2018)** | **U.S. Department of the Interior**  **U.S. Geological Survey**  **Joint Funding Agreement**  **FOR**  **Water Resource Investigations** | **Customer#: [FBMSNumber]**  **Agreement#: [PurchaseOrderNum]**  **Project #: [ProjectNumber]**  **TIN #: [TIN]** |
|  |  |  |

**Fixed Cost Agreement [FixedCostCheckBox]**

THIS AGREEMENT is entered into as of the [StartDateFormal], by the U.S. GEOLOGICAL SURVEY, [CenterName], UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the [CustomerName] party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation Water Resource Investigations (per attachment), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of $0.00

|  |  |  |
| --- | --- | --- |
| (a) | [FundingUSGS] | by the party of the first part during the period  [StartDateFormal] to [EndDateFormal] |
| (b) | [FundingCust] | by the party of the second part during the period  [StartDateFormal] to [EndDateFormal] |
| (c) | Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of:  Description of the USGS regional/national program: | |
| (d) | Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties. | |
| (e) | The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties. | |

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www2.usgs.gov/fsp/>).

|  |  |  |
| --- | --- | --- |
| **Form 9-1366**  **(May 2018)** | **U.S. Department of the Interior**  **U.S. Geological Survey**  **Joint Funding Agreement**  **FOR**  **Water Resource Investigations** | **Customer#: [FBMSNumber]**  **Agreement#: [PurchaseOrderNum]**  **Project #: [ProjectNumber]**  **TIN #: [TIN]** |
|  |  |  |

9. Billing for this agreement will be rendered **[BillingFrequency]**. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| |  |  | | --- | --- | |  | **USGS Technical Point of Contact** | | Name: | [utName] | |  | [utTitle] | | Address: | [utAddressOne] | |  | [utAddressTwo] | | Telephone: | [utPhoneWork] | | Fax: | [utPhoneFax] | | Email: | [utEmail] | | |  |  | | --- | --- | |  | **Customer Technical Point of Contact** | | Name: | [ctName] | |  | [ctTitle] | | Address: | [ctAddressOne] | |  | [ctAddressTwo] | | Telephone: | [ctPhoneWork] | | Fax: | [ctPhoneFax] | | Email: | [ctEmail] | |
| |  |  | | --- | --- | |  | **USGS Billing Point of Contact** | | Name: | [ubName] | |  | [ubTitle] | | Address: | [ubAddressOne] | |  | [ubAddressTwo] | | Telephone: | [ubPhoneWork] | | Fax: | [ubPhoneFax] | | Email: | [ubEmail] | | |  |  | | --- | --- | |  | **Customer Billing Point of Contact** | | Name: | [cbName] | |  | [cbTitle] | | Address: | [cbAddressOne] | |  | [cbAddressTwo] | | Telephone: | [cbPhoneWork] | | Fax: | [cbPhoneFax] | | Email: | [cbEmail] | |

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| |  | | --- | | **U.S. Geological Survey**  **United States**  **Department of Interior** | | **Signature** | | **By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: [Now]**  **Name:** [Director]  **Title:** [DirectorTitle] | | |  | | --- | | **[CustomerName]** | | **Signatures** | | **By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_**  **Name:**  **Title:** | | **By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_**  **Name:**  **Title:** | | **By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_**  **Name:**  **Title:** | |