

accurate data through its National Map Liaisons. Operational support is provided by the National Geospatial Technical Operations Center. These and other Program activities that are essential to the National Spatial Data Infrastructure (NSDI) are managed as a unified portfolio that benefits geospatial information users throughout the Nation.

- f) This Agreement can be changed or amended only by a written instrument signed by the Parties. This Agreement may be terminated by either Party on sixty (60) days written notice to the other Party. In the event of an early termination, USGS shall be reimbursed for any completed work or work in progress on the effective date of termination (i.e., when the Agreement actually terminates following the receipt of written notice from the other Party). Any unspent advanced funds will be returned to Partner. The USGS shall provide a copy of the outcomes completed as of the effective date of termination in the event of an early termination of the Agreement.
- 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 with compensation to USGS for work performed to that point.
- 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) Each Party is free to publish the information and data developed in the performance of the statement of work (SOW). The Parties acknowledge that scientific information and data developed using USGS funds or contracts as a result of the SOW are subject to applicable USGS Fundamental Science Practices (FSP) review, approval, and release requirements, which are available in [Survey Manual Chapter 502.4, Fundamental Science Practices: Review, Approval, and Release of Information Products](#). The USGS is required to provide timely public access to the results of scientific information and data that does not contain sensitive protected information. Data and associated metadata will be open format and publicly accessible. The data and metadata will also be open access and machine readable in accordance with USGS FSP requirements available in [Survey Manual Chapter 502.7, Fundamental Science Practices: Metadata for USGS Scientific Information Products Including Data](#) and [Survey Manual Chapter 502.8, Fundamental Science Practices: Review and Approval of Scientific Data for Release](#).
- 9) USGS will issue billings utilizing Department of Interior Bill for Collection (form DI-1040). The USGS will submit invoices

Payments of bills are due within 60 days the billing date. If not paid by the due date, interest will be charged at the U.S. Treasury Current Value of Funds Rate for each 30-day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983.)".

- 10) The Task Order issued by USGS to the selected GPSC Contractor provides full details regarding project collection requirements and resulting deliverables. A copy of the Task Order will be provided to the partner prior to the Request for Proposal.
- 11) Every effort will be made to award contract(s) to complete the objective of this program. However, if the total funding amount is not sufficient to complete the work as described, then adjustments will be made to either obtain additional funding or the project will be re-scoped to the mutual satisfaction of all stakeholders. Partners will be notified of any excess funds after task award. Upon notification, partners have 30 days to choose, in collaboration with USGS, to have excess funds applied to a re-scoped or new task order. If Partners do not make a decision within 30 days, the excess funds will be returned to the Partners.

- 12) If data acquisition cannot be completed during a single season due to unacceptable capture conditions, then it is possible that the remaining AOI would be acquired during the next suitable collection window which may or may not be in the same calendar year.
- 13) If data is to be collected over military properties then DoD clearance may be required. Should unexpected restrictions affect access to data over military properties, then only federal funds will be applied to these areas.
- 14) Data acquired concerning federally recognized Tribal lands may not be published by the USGS if the Tribe objects in writing to public release of any products identified by the Tribe as sensitive protected information resulting from the lidar acquisition over their lands. All other project area data outside of the Tribal lands boundaries will be published. Collected sensitive protected information may be released to specific third parties where written permission is granted to the USGS by affected Tribes conditioned upon that Party agreeing not to distribute the identified sensitive data and (or) information publicly.
- 15) For agreements that are associated with, or become associated with Broad Agency Announcement (BAA) proposals for 3DEP projects prior to BAA selection, the execution of this agreement does not guarantee any commitment of USGS funds, nor does the execution of the agreement constitute greater consideration of any related proposal under the BAA selection process.

**U.S. Geological Survey United States
Department of the Interior**

USGS Point of Contact

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Partner Point of Contact

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USGS Billing Contact

Name:	
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Email:	

Partner Financial Contact

Name:	
Address:	
Telephone:	
Email:	

Signatures and Date

Signature: _____

Date: _____

Name: _____

Title: _____

Signature: _____

Date: _____

Name: _____

Title: _____