



USDA Forest Service Mutual Interest Agreement Terms and Conditions

EFFECTIVE: 2/14/2026

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REVISION HISTORY

The Forest Service General Terms and Conditions will be reviewed annually before October 1st. Revised terms and conditions will be published and made effective on October 1st of every year. Revisions to the terms and conditions will be summarized in the table below:

Provision	Effective Date	Description of Changes

1. OVERVIEW OF GENERAL TERMS AND CONDITIONS FOR MUTUAL INTEREST AGREEMENTS

1.1. INTRODUCTION

These General Terms and Conditions for Mutual Interest Agreements (General Terms and Conditions) outline U.S. Department of Agriculture (USDA) Forest Service (FS) mandatory agreement terms. Forest Service and USDA General Terms and Conditions, hereby incorporated by reference, are determined by statutory, regulatory, and agency requirements, as well as by administrative policies. Unless otherwise prohibited by law, cooperators and subawardees of USDA mutual interest agreements (agreements) must comply with these General Terms and Conditions. These General Terms and Conditions are in addition to the assurances and certifications made as part of the agreement and any agency- or program-specific terms, conditions, and restrictions included in the agreement. The USDA General Terms and Conditions are available at: [USDA General Terms and Conditions](#).

The cooperator shall maintain a copy of these General Terms and Conditions, as well as the agreement provisions and any subsequent changes to the agreement. Electronic copies of these General Terms and Conditions are publicly available at: [USFS Award General Terms and Conditions](#)

Please review these terms and conditions with the Forest Service Program Manager and Grants Management Specialist to ensure full understanding and compliance with the requirements of this award.

1.2. ORDER OF PRECEDENCE

In the event of any inconsistency among the terms and conditions of the Federal award and/or other issuances, the inconsistency will be resolved by giving precedence in the following order:

- a. Applicable statutes of the United States
- b. Program-specific regulations
- c. 2 CFR Chapter IV
- d. 2 CFR part 200
- e. Federal award provisions and specific conditions
- f. Program-specific Terms and Conditions
- g. Agency-specific Terms and Conditions**
- h. USDA General Terms and Conditions
- i. Approved budget and program plans

- j. Notice of Funding Opportunity (if applicable)

1.3. LEGAL AUTHORITY

The Cooperator/Recipient shall have the legal authority to enter into this Award/Agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes sufficient funds to pay the non-Federal share of project costs, when applicable.

1.4. NOTICES

The Cooperator/Recipient shall immediately notify the U.S. Forest Service of developments that have a significant impact on the activities supported under this Award/Agreement. Also, notification must be given in case of problems, delays, or adverse conditions that materially impair the ability to meet the objectives of the Award/Agreement. This notification must include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

Any notice given by the U.S. Forest Service, or the Cooperator/Recipient will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

- a. To the U.S. Forest Service Program Manager, at the address specified in the award/agreement.
- b. To Cooperator/Recipient, at the address shown in the Award/Agreement or such other address designated within the Award/Agreement.

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

1.5. PARTICIPATION IN SIMILAR ACTIVITIES

This Agreement in no way restricts the U.S. Forest Service or The Cooperator/Recipient(s) from participating in similar activities with other public or private agencies, organizations, and individuals.

1.6. USE OF FOREST SERVICE INSIGNIA

For The Cooperator/Recipient/Recipient 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 by the U.S. Forest Service's Office of Communications (Washington Office). A written request will be submitted by the U.S. Forest Service unit administering this agreement to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia and will notify The Cooperator/Recipient/Recipient when permission is granted.

1.7. AVAILABILITY FOR CONSULTATION/ ANNUAL MEETING

The parties agree to be available at mutually agreeable times, for continuing consultation and periodic discussion of the conditions covered by this Agreement. Further, the parties agree to coordinate annually to address updates to the Scope of Work/Operating Plan or Project List, if applicable.

1.8. BUILDING AND COMPUTER ACCESS BY NON-FOREST SERVICE PERSONNEL

The Cooperator/Recipient 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 advanced security training and sign all applicable U.S. Forest Service statements of responsibilities.

The U.S. Forest Service may provide the Cooperator/Recipient with computer profile(s), access, and software to allow rapid exchange of data between the Cooperator/Recipient and the U.S. Forest Service. This software shall be provided for electronic mail only on computer equipment located in U.S. Forest Service facilities. No licenses shall be provided for software not used as part of the U.S. Forest Service corporate software image. This access will be used for communicating between the Cooperator/Recipient sites located on U.S. Forest Service facilities and U.S. Forest Service employees, other than the Cooperator/Recipient employees and other partner agencies of the Cooperator/Recipient. All security and use guidelines, which apply to U.S. Forest Service employees, shall apply to the Cooperator/Recipient member using these profiles. The U.S. Forest Service reserves the right to remove any profile, access or software license at any time, with two weeks' notice to the Cooperator/Recipient.

1.9. USE OF GOVERNMENT OWNED VEHICLES

U.S. Forest Service vehicles may be used for official U.S. Forest Service business only in accordance with 1) Forest Service Handbook [7109.19, Chapter 60, section 61.3 or 61.4](#); 2) the requirements established by the Forest Service unit in which performance of this Agreement takes place; 3) and the terms of this Agreement.

1.10. MEMBERS OF CONGRESS

Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this Agreement, or benefits that may arise therefrom, either directly or indirectly.

1.11. GOVERNMENT-FINANCED AIR TRANSPORTATION

The Cooperator/Recipient/recipient must follow [49 U.S.C. §40118](#) for all air travel and/or shipments authorized under this award/agreement.

1.12. TRIBAL EMPLOYMENT RIGHTS ORDINANCE (TERO)

The U.S. Forest Service recognizes cooperators/recipients who are Tribal Organizations and honors the applicability of the Tribal laws and ordinances developed under the authority of the Indian Self-Determination and Educational Assistance Act of 1975 (P.L. 93-638).

1.13. PROGRAM INCOME

If the Cooperator/Recipient anticipates that program income will be generated from the activities authorized under this agreement, the following are applicable:

- a. The Cooperator/Recipient shall apply the standards set forth in this Provision to account for program income earned under the Agreement.
- b. Any program income generated as a result of this Agreement must be applied using the deduction alternative. The deduction alternative means that program income must be deducted from total allowable costs to determine the net allowable costs, unless otherwise approved by the Signatory Official. Program income must be used for current costs unless the Federal agency authorizes otherwise. Program income which the grantee did not anticipate at the time of the award must be used to reduce the Federal agency and grantee contributions rather than to increase the funds committed to the project.
- c. Unless the terms and conditions of the Agreement provide otherwise, The Cooperator/Recipient shall have no obligation to the U.S. Government regarding program income earned after the end of the project period.
- d. Costs incident to the generation of program income may be deducted from gross income to determine program income; provided these costs have not been charged to the Agreement, and they comply with the Cost Principles, if applicable.
- e. Unless the terms and conditions of the agreement provide otherwise, The Cooperator/Recipient shall have no obligation to the U.S. Government with respect to program income earned from license fees and royalties for copyrighted material, patents, patent applications, trademarks, and inventions produced under an award. However, Patent and Trademark Amendments (35 U.S.C. 18) apply to inventions made under an experimental, developmental, or research awards.

1.14. MODIFICATIONS

Modifications within the scope of this Award/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 no less than 30 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.

1.15. REVISION OF BUDGET

Any budget revisions after execution of this award are subject to the following:

- a. The approved award budget is the financial expression of the Cooperator/Recipient/recipient's program as approved during the award process.
- b. The Recipient is required to report deviations from budget and program plans, and request prior approvals from the Program Manager for any of the following reasons:
 - i. To change the scope or the objectives of the project and/or revise the funding allocated among project objectives;
 - ii. To change a key person where specified in the awarding document or allow a 25 percent reduction in time devoted to the project;
 - iii. Additional funding is needed;
 - iv. Where indirect costs have been authorized, the Recipient plans to transfer funds budgeted for indirect costs to absorb increases in direct costs or vice versa;
 - v. The inclusion of costs that require prior approval in accordance with the applicable set of Cost Principles;
 - vi. The transfer of funds allotted for training allowances (direct payment to trainees) to other categories of expense;
 - vii. The Recipient intends to make subawards any of the work under this award, and such subawards were not included in the approved award budget.
- c. U.S. Forest Service is under no obligation to reimburse the Cooperator/Recipient for costs incurred in excess of the total amount obligated under the award. If the total obligated amount under the award has increased, a written modification signed and dated by all properly authorized signatory officials will be executed specifying the new total obligated amount prior to incurring additional costs. "

1.16. CHANGES IN PRINCIPAL CONTACTS

Any revision to the principal contacts listed on the FS-1500-0100 cover sheet for this instrument requires prior written approval from the U.S. Forest Service Program Manager. All technical positions are considered principal contacts by the U.S. Forest Service. Failure on the part of the Cooperator/Recipient to obtain prior written approval when required may result in the disallowance of costs.

Public access to culturally sensitive data and information of Federally recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2008 Farm Bill).

1.17. PUBLIC NOTICES

It is U.S Forest Service's policy to inform the public as fully as possible of its programs and activities. The Cooperator/Recipient is encouraged to give public notice of the receipt of this Award/Agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should reference the Agency as the "U.S. Department of Agriculture, Forest Service."

The Cooperator/Recipient may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. The Cooperator/Recipient is 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.

1.18. NONDISCRIMINATION STATEMENT

The Cooperator/Recipient of this award must comply with all applicable Federal anti-discrimination laws and regulations. For more information about USDA Civil Rights requirements, please visit <https://www.usda.gov/about-usda/general-information/staff-offices/office-assistant-secretary-civil-rights>

1.19. PURCHASE OF EQUIPMENT

U.S. Forest Service funds may be used by the Cooperator/Recipient to purchase equipment necessary to accomplish activities described in this Agreement. The available funding designated for equipment purchases must be displayed in the financial plan. Title to the equipment rests with the U.S. Forest Service but may be transferred to The Cooperator/Recipient on completion of the project, if appropriate. Equipment is defined as having a fair market value of \$10,000 or more per unit and a useful life of over 1 year.

1.20. PROPERTY IMPROVEMENTS

Improvements placed on National Forest System land at the direction or with the approval of the U.S Forest Service become property of the United States. These improvements are subject to the same regulations and administration of the U.S Forest Service as other National Forest improvements of a similar nature would be. No part of this Agreement entitles The Cooperator/Recipient to any interest in the improvements, other than the right to use and enjoy them under applicable U.S Forest Service regulations.

1.21. GOVERNMENT-FURNISHED PROPERTY

The Cooperator/Recipient may use U.S. Forest Service property furnished under this agreement for performing tasks assigned in this agreement. The Cooperator/Recipient shall not modify, cannibalize, or make alterations to U.S. Forest Service property. Form AD-107 must be completed to document the loan of U.S. Forest Service property. The U.S. Forest Service shall retain title to all U.S. Forest Service-furnished property. Title to U.S. Forest Service property must not be affected by its incorporation into or attachment to any property not owned by the U.S. Forest Service, nor must the property become a fixture or lose its identity as personal property by being attached to any real property.

Cooperator/Recipient Liability for Government Property:

- a. Unless otherwise provided for in the Agreement, The Cooperator/Recipient shall not be liable for loss, damage, destruction, or theft to the Government property furnished or acquired under this agreement, except to the extent of State law when any one of the following applies:
 - i. The risk is covered by insurance, or The Cooperator/Recipient is otherwise reimbursed (to the extent of such insurance or reimbursement);
 - ii. The loss, damage, destruction, or theft is the result of willful misconduct or lack of good faith on the part of The Cooperator/Recipient's managerial personnel. The Cooperator/Recipient's managerial personnel, in this clause provision, means The Cooperator/Recipient's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of The Cooperator/Recipient's business; all or substantially all of The Cooperator/Recipient's operation at any one plant or separate location; or a separate and complete major industrial operation.
- b. The Cooperator/Recipient shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. The Cooperator/Recipient shall separate the damaged and undamaged Government property, place all the affected Government property in the best possible order, and take such other action as the Property Administrator directs.
- c. The Cooperator/Recipient shall do nothing to prejudice the Government's rights to recover against third parties for any loss, damage, destruction, or theft of Government property.
- d. Upon the request of the Grants Management Specialist, The Cooperator/Recipient shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of agreements of assignment in favor of the Government in obtaining recovery.

1.22. TRAINING, EVALUATION, AND CERTIFICATION OF SAWYERS

The Cooperator/Recipient is responsible for providing the respective sawyer training and certification to their employees, contractors, and volunteers as provided below.

1.22.1. NON-INTERAGENCY FIRE MANAGEMENT COOPERATIVE AGREEMENTS

Any employee, contractor, or volunteer of the Cooperator/Recipient who will use chain saws or crosscut saws on National Forest System lands under this agreement must be trained, evaluated, and certified in accordance with Forest Service Manual 2358. The Cooperator/Recipient is responsible for providing sawyer training, evaluation, and certification for the Recipient's/Cooperator/Recipient employees, contractors, and volunteers, unless the U.S. Forest Service and the Cooperator/Recipient determine it is not in the best interest of the partnership for

the Cooperator/Recipient to provide sawyer training and evaluation. In these circumstances, the U.S. Forest Service, upon request and upon availability of Agency resources, may assist with conducting sawyer training and evaluation for the Recipient's/Cooperator/Recipient employees, contractors, and volunteers. Cooperator/Recipient employees, contractors, and volunteers who will use chain saws and/or crosscut saws on National Forest System lands must be certified by the Cooperator/Recipient. Only those Cooperator/Recipient organizations with an approved sawyer training, evaluation, and certification program may conduct sawyer training, evaluation, and certification. Any employee, contractor, or volunteer of the Cooperator/Recipient who will use other types of saws, such as handsaws to cut small diameter material, brush saws, and pole saws, must be trained in accordance with Forest Service Handbook 6709.12, Chapter 40, section 41.3;

OR

1.22.2. WORKING UNDER INTERAGENCY FIRE MANAGEMENT COOPERATIVE AGREEMENTS

Federal, State, Tribal, and local governmental agencies, contractors, and other types of Cooperators working under Interagency Fire Management Cooperative Agreements involving the use of chain saws or crosscut saws on National Forest System lands are not subject to the provisions governing training, evaluation, and certification of sawyers in U.S. Forest Service Handbook 6709.12, Chapter 40, section 41.3. Federal, State, Tribal, and local governmental agencies, contractors, and other types of Cooperators working under Interagency Fire Management Cooperative Agreements involving the use of chain saws or crosscut saws on National Forest System lands are subject to the sawyer training, evaluation, and certification standards established by the National Wildfire Coordinating Group.

1.23. OFFSETS, CLAIMS AND RIGHTS

Any and all activities entered into or approved by this Agreement will create and support afforestation/reforestation efforts on National Forest System lands will not generate carbon credits. The U.S. Forest Service does not make claims of permanence or any guarantees of carbon sequestration on lands reforested or afforested through partner assistance. The U.S. Forest Service will provide for long-term management of reforested and afforested lands, according to applicable Federal statute, regulations, and forest plans.

1.24. PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA

The Cooperator/Recipient shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this Award/Agreement. Follow direction in USDA Supplemental 2 CFR 415.2.

When the Cooperator/ Recipient intends to identify U.S. Forest Service's contribution to any publication, video, or other information/media product resulting from this award, the

product must state that the views expressed by the author(s) do not necessarily reflect those of the U.S. Forest Service. Acknowledgements must identify the U.S. Forest Service substantially as follows:

“This (publication, video, or other information/media product) was made possible through support provided by the U.S. Department of Agriculture Forest Service, under the terms of (this award number). The opinions expressed in this (publication, video, or other information/media product) are those of the author(s) and do not necessarily reflect the views of the U.S. Forest Service.”

The Cooperator/Recipient shall provide the relevant strategic objective or results package team with one copy of all published works developed under this award and with lists of other written work produced under the award.

1.25. COPYRIGHT

The Cooperator/Recipient is granted sole and exclusive right to copyright any publications developed as a result of this Award/Agreement. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this Award/Agreement.

All text and graphics produced by the Forest Service are in the public domain and cannot be copyrighted. 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 the work for Federal Government purposes. This right must be transferred to any sub-agreements or subcontracts.

This provision includes:

- a. The copyright in any work developed by the Cooperator/Recipient under this Award/Agreement.
- b. Any right of copyright to which the Cooperator/Recipient purchases ownership with any Federal contributions.

1.26. PUBLICATION SALE

The Cooperator/Recipient may sell any publication developed as a result of this Agreement. The publication may be sold at fair market value, which is initially defined in this Agreement to cover the costs of development, production, marketing, and distribution. After the costs of development and production have been recovered, fair market value is defined in this Agreement to cover the costs of marketing, printing, and distribution only. Fair market value must exclude any in-kind or Federal Government contributions from the total costs of the project.

1.27. ALTERNATE DISPUTE RESOLUTION

In the event of any issue of controversy under this Agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These

procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.

1.28. PAYMENT/REIMBURSEMENT

The U.S. Forest Service shall reimburse the Cooperator/Recipient for the U.S. Forest Service's share of actual expenses incurred, not to exceed the amount shown on the FS-1500-0100 form and as shown in the Financial Plan. To approve a Request for Reimbursement, the U.S. Forest Service shall review such requests to ensure payments for reimbursement are in compliance and otherwise consistent with the terms of the agreement. The U.S. Forest Service shall make payment upon receipt of the Recipient's/Cooperator/Recipient invoice, submitted not less than annually. Each invoice from the Cooperator/Recipient shall display the total project costs for the billing period, separated by U.S. Forest Service and Cooperator/Recipient share. In-kind contributions must be displayed as a separate line item and must not be included in the total project costs available for reimbursement. The final invoice must display the Recipient's/Cooperator/Recipient full match towards the project, as shown in the financial plan, and be submitted no later than 120 days from the expiration date.

- a. Each invoice submitted must include, at a minimum:
 - i. Cooperator/Recipient's name, address, and telephone number.
 - ii. U.S. Forest Service agreement number.
 - iii. Invoice date.
 - iv. Performance dates of the work completed (start & end).
 - v. Total invoice amount for the billing period, separated by the U.S. Forest Service and Cooperator/Recipient share with in-kind contributions displayed as a separate line item.
 - vi. Display all costs, both cumulative and for the billing period, by separate cost element as shown on the financial plan.
 - vii. Cumulative amount of U.S. Forest Service payments to date.
 - viii. Statement that the invoice is a request for payment by "reimbursement".
 - ix. If using SF-270, a signature is required.
 - x. Invoice Number, if applicable.
- a. The invoice must be sent by one of three methods (email is preferred):
 - i. Email: SM.FS.ASC_GA@USDA.GOV

- ii. Fax: 877-687-4894
- iii. Postal: USDA Forest Service
Budget and Finance,
Grants and Agreements
4000 Masthead St. NE
Albuquerque, NM 87109

- b. Send a copy to the Forest Service program manager listed on the FS-1500-0100 cover sheet.

1.29. PROGRAM MONITORING AND PERFORMANCE REPORTS

The parties to this agreement shall monitor the performance of the agreement activities to ensure that performance goals are achieved.

Performance reports must contain the following information:

- a. A comparison of actual accomplishments to the goals established for the period. A computation of the cost per unit of output must be documented, as applicable.
- b. Reason(s) for schedule delays if established goals were not met.
- c. Additional pertinent information.

The Cooperator shall submit performance reports to the U.S. Forest Service Program Manager and due at least 30 days prior to the reporting period as indicated on the FS-1500-0100. The final performance report must be submitted either with the Cooperator/Recipient final payment request, or separately, but not later than 120 days after the expiration date of the agreement

1.30. PERIOD OF PERFORMANCE

The execution date of this award is the date of the last signature on the FS-1500-0100 Grant or Agreement Award Cover Sheet. Partner/Recipient expenses may only be incurred against Federal funds from the execution date until the expiration date (the period of performance). These dates are reflected in box 11 of the FS-1500-0100 form.

Expired agreements should be handled with the utmost caution, as there are many legal implications associated with improper processing, expenditures, or documentation of agreements following expiration. Once the agreement has expired, no further activities may take place and no further expenditures may be incurred. Note that any expenditure charged against an expired agreement is considered as an improper payment and is subject to reporting and recovery.

The expiration date of the award should be tracked closely, especially as it pertains to anticipated expenditures against Federal dollars. Any request for modification should come from the Cooperator, in writing, at least 30 days prior to implementation of the requested change.

2. INSTRUMENT SPECIFIC TERMS & CONDITION

2.1. MASTER AGREEMENT

If the instrument is a Master Agreement, the following provision(s) is also applicable. A Master Agreement can be confirmed by confirming a check mark in the box following 'Master' on the FS-1500-0100 cover sheet.

Supplemental Project Agreements (SPA). Nothing in this Master Agreement obligates either party to offer or accept any project proposals under this Master Agreement. Any projects added to this Master Agreement must be by mutual consent of the parties through a specific SPA. At a minimum, a SPA must:

- a. Include language stating that the SPA will be made a part of this Master Agreement thereby subjecting it to the terms of the Master Agreement;
- b. Include a description of the project and agreed to activities. Requirements are further clarified in the SPA template;
- c. As applicable, include a map and description of the project area, treatment activities and corresponding treated acres, and other agreed to activities.
- d. Describe the desired end result of the project(s);
- e. Designate a U.S. Forest Service representative and a Cooperator official to monitor their respective responsibilities outlined in the SPA;
- f. Include a Financial Plan to identify each party's contribution, as applicable, for projects identified in the SPA;
- g. Include any necessary forest restrictions and closure dates to allow The Cooperator/Recipient to implement and complete the project(s) within the specified timeframes.
- h. Provide necessary direction to The Cooperator/Recipient to ensure compliance with appropriate laws and regulations to fulfill the terms of the SPA;
- i. Identify any reporting requirements;
- j. Be reviewed and approved by a U.S. Forest Service Grants Management Specialist;
- k. Be mutually agreed to, in writing, by both parties and executed by the designated Signatory Officials.

In addition, if Timber Removal is anticipated, the SPA must include a detailed Timber Removal Plan, activities must be coordinated with the U.S. Forest Service, and the State's timber sale contract must be reviewed and approved by a U.S. Forest Service delegated timber contracting officer.

2.2. CHALLENGE COST SHARE AGREEMENT & PARTICIPATING AGREEMENTS

If the authority cited on the FS-1500-0100 form is Interior and Related Agencies Appropriations of 1997, P.L. 102-154, Cooperative Funds and Deposits Act of December 12, 1975, P.L. 94-148, as amended; Wyden Amendment, P.L. 105-277, as amended; Agriculture Conservation Experienced Services (ACES, 16 USC 3851a, as amended; or Resource Assistants Program, 16 USC 1725a, the following provisions are applicable. Select either Non-Federal Status for Cooperator Participants or Non-Federal Status for Cooperator Liability and indicate the selection in the Statement of Work.

2.2.1. NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANTS

The cooperator agree(s) that any of the Cooperator/Recipient employees, volunteers, and program participants shall not be deemed to be Federal employees for any purposes including Chapter 171 of Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), as the cooperator has hereby willingly agreed to assume these responsibilities.

Further, the cooperator shall provide any necessary training to the Cooperator/Recipient employees, volunteers, and program participants to ensure that such personnel are capable of performing tasks to be completed. The cooperator shall also supervise and direct the work of its employees, volunteers, and participants performing under this agreement.

OR

2.2.2. NON-FEDERAL STATUS FOR COOPERATOR LIABILITY

The cooperator agree(s) that any of the Cooperator/Recipient employees and program participants shall not be deemed to be Federal employees for any purposes including Chapter 171 of Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), and the cooperator hereby willingly agree(s) to assume these responsibilities.

The cooperator agree(s) that, except as otherwise provided in this provision below, of Cooperator/Recipient volunteers shall not be deemed to be Federal employees and shall not be subject to the provisions of law relating to Federal employment, including those relating to hours of work, rates of compensation, leave, unemployment compensation, and Federal employee benefits. When the Cooperator/Recipient volunteers are performing approved tasks identified under this agreement, the following applies:

- a. For the purpose of the tort claim provisions of Title 28 of the United States Code, any of the Cooperator/Recipient volunteers shall be considered a federal employee.
- b. For the purpose of subchapter I of Chapter 81 of Title 5 of the United States Code, relating to compensation to Federal employees for work injuries, the

Cooperator/Recipient volunteers shall be deemed civil employees of the United States within the meaning of the term “employee” as defined in section 8101 of title 5, United States Code, and the provisions of that subchapter shall apply.

- c. For the purposes of claims relating to damage to, or loss of, personal property of the Cooperator/Recipient volunteer incident to volunteer service, a volunteer shall be considered a Federal employee, and the provisions of 31 U.S.C 3721 shall apply.

Further, the cooperator shall provide any necessary training and support to the Cooperator/Recipient employees, volunteers, and program participants, to ensure that such personnel are capable of performing tasks to be completed. The cooperator shall also supervise and direct the work of its employees, volunteers, and program participants performing under this Agreement.

2.3. INTERPRETIVE ASSOCIATION AGREEMENTS

For Participating Agreements Only. Section 426 of the Consolidated Appropriations Act of 2014 broadened the U.S. Forest Service’s authority for working with partners under the Cooperative Funds and Deposits Act of 1975. This expanded authority improves the Agency’s ability to engage new partners in addition to work with existing partners, such as interpretive associations. Under this expanded authority, the Agency can enter into an agreement with Federal, State, or local governments; Tribes; or nonprofit entities to:

- a. Develop, produce, publish, distribute, or sell educational and interpretive materials and products;
- b. Develop, conduct, or sell educational and interpretive programs and services;
- c. Construct, maintain, or improve facilities not under the jurisdiction, custody, or control of the General Services Administration (GSA), on or in the vicinity of National Forest System (NFS) lands for the sale or distribution of educational and interpretive materials, products, programs, and services;
- d. Operate facilities (including providing the incidental services of U.S. Forest Service employees to staff facilities) in any public or private building or on land not under the jurisdiction, custody, or control of GSA for the sale or distribution of educational and interpretive materials, products, programs, and services pertaining to NFS lands, private lands, and lands administered by other public entities;
- e. Sell health and safety products, visitor convenience items, or other similar items (as determined by the U.S. Forest Service) in facilities not under the jurisdiction, custody, on or control of GSA or in the vicinity of a National Forest Service facility;
- f. Collect funds on behalf of the Cooperator from the sale of the materials, products, programs, and services listed above, when the collection of funds is incidental to the other duties of U.S. Forest Service employees.

Such a relationship allows the U.S. Forest Service to provide high quality customer service by allowing Cooperator staff and volunteers to sell items, such as guide books, visitor maps, conservation and forestry related books, textiles, handicrafts, interpretive and educational materials, and other theme-related products to the public at U.S. Forest Service facilities or those co-managed by the U.S. Forest Service (e.g., centers shared with the Bureau of Land Management, National Park Service, counties, etc.). The Cooperator may also assist the U.S. Forest Service with public educational or interpretive programming.

2.3.1. SALES ITEMS

- a. The Cooperator may sell interpretive and educational items, such as publications, maps, visual aids, handicrafts and other objects directly related to the interpretive and education theme of the Forest and U.S. Forest Service as well as health and safety products, visitor convenience items or other similar items as outlined in the attached Operating Plan's Scope of Sales.
- b. The Cooperator shall not sell artifacts protected by the Antiquities Act of 1906 (P.L. 59-209), the Archeological Resources Protection Act of 1979 (P.L. 96-95), and the Alaska Historic Preservation Act of 1971, as amended.
- c. The Cooperator is not by this Agreement granted the right to sell items which infringes on applicable contract rights of a concessionaire.
- d. The Cooperator shall maintain a high standard of quality in all items produced or sold.
- e. The Cooperator shall not sell any item that has not been approved by the U.S. Forest Service as explained in the Scope of Sales. The Cooperator shall allow publications to be reviewed by the U.S. Forest Service on editorial and design quality.
- f. The Cooperator shall sell items at fair market value, provided that such prices shall be approved in advance by the U.S. Forest Service at the Forest level.
- g. The Cooperator shall display the sale items in good taste and in keeping with the general design and décor of the U.S. Forest Service facilities at that location the Cooperator may provide furnishings necessary to support, store, or display sale items, such furnishing is to be approved by the U.S. Forest Service.
- h. U.S. Forest Service employees may collect funds on behalf of the Cooperator from the sale of materials, products, programs, and services, when the collection of funds is incidental to the duties of U.S. Forest Service employees.
- i. The Cooperator and the U.S. Forest Service shall prepare an Operating and Financial Plan that will delineate hours of operation, rates and price, standards of service, merchandise to be sold, and other items needing clarification during the year.

- j. Direct support/financial aid will be documented in associated the Operating Plan.

2.3.2. PROGRAMS

- a. Programs shall be defined as personal (in-person direct communication with the public, i.e., amphitheater talk, educational program, guided hike, etc.) and non-personal (indirect communication through brochures, videos, books, digital apps, etc.).
- b. The Cooperator shall outline their programming plans for the year in the Operating Plan in cooperation with the U.S. Forest Service. All programming shall be in line with the unit interpretive plan and be accessible.
- c. All programming and personnel (whether staff or volunteer) shall be trained in interpretive techniques as approved or provided by the U.S. Forest Service. The National Association of Interpretation (NAI) Certified Interpretive Guide (CIG) program shall serve as the standard for training.
- d. All educational programming, typically presented to school groups, shall follow accepted state educational standards of the state presented in.
- e. All developed non-personal interpretation shall be of the best quality possible and produced in conjunction with and approved by the U.S. Forest Service.
- f. The Cooperator may charge a nominal fee for personal interpretation activities to cover expenses. Program fees shall be posted on-line or via newsletter beforehand.

2.3.3. FACILITIES

- a. The Cooperator may use facilities for the sale of educational and interpretive items for the benefit of the visiting public, and for Cooperator meetings and events as approved by the Forest Supervisor. (See Section IV. Provision A.3. U.S. Forest Service Owned Facilities).
- b. The Cooperator may not perform maintenance on facilities under the jurisdiction, custody, or control of the GSA. Maintenance is defined as facility cleaning, repair, or trash collection.
- c. Federal facilities will not be used for non-educational or non-interpretive purposes except through a special use permit.
- d. The Cooperator may construct, maintain, or improve facilities not under the jurisdiction, custody, or control of the of the GSA on or in the vicinity of NFS lands for the sale or distribution of educational and interpretive materials, products, programs, and services.

- e. The Cooperator may remodel or renovate existing U.S. Forest Service owned sales facilities (visitor center, ranger district offices, supervisors' offices and so forth) at its own expense, as necessary, including renovation of display structures, furnishings, equipment, signing, display lighting, and lighting in the immediate area of the facility, provided that all plans are approved in advance by the U.S. Forest Service. Any permanent redesigned and renovated property will remain in U.S. Forest Service ownership upon termination/expiration of this Agreement. The U.S. Forest Service reserves the right to design and construct any new facilities, and shall allow the Cooperator to review and comment on any plans therefore.
- f. The U.S. Forest Service shall provide the Cooperator with incidental utility services at each assigned facility, including water, electricity, heat, air conditioning (if available), to the extent these utilities are required for the operation of the building for Governmental purposes. The U.S. Forest Service shall provide all general maintenance and repair services for the Government-owned buildings.
- g. The Cooperator may operate facilities in any public or private building or on land not under the jurisdiction, custody, or control of the GSA for the sale or distribution of educational and interpretive materials, products, programs, and services, pertaining to NFS lands, private lands, and lands administered by other public entities.
- h. The Cooperator shall maintain facilities in clean and presentable condition at all times.

2.3.4. DONATION BOXES

- a. The use of a donation box will be discussed and agreed upon by both parties to the agreement. The responsibility of safeguarding protocol, tracking use of funds, and management and collection of the funds shall be specified in the Supplemental Project Agreement.
- b. Donation boxes are permitted in sales outlet areas provided the donated funds are used to support interpretive/educational activities at the unit.
- c. Donation boxes will be posted with a size-appropriate sign that states "Your kind contribution will be used to support the interpretive and educational activities of the Cooperator."
- d. Where there is an obligation, donation box dollars will be considered program income.

2.3.5. ACCOUNTING RECORDS

- a. The Cooperator will be solely responsible for the financial arrangements for work under this Agreement, including costs of obtaining and storing an

inventory of Cooperator sales materials and for the receipt and disposition of monies from sales, and will hold harmless the U.S. Forest Service or its officers responsible for loss of Cooperator materials or money from sales, or for any other financial loss incurred as the result of this Agreement.

- b. The Cooperator will keep appropriate financial books, records, and accounts pertaining to this Agreement to standards acceptable to the U.S. Forest Service or generally acceptable accounting practices.
- c. The Cooperator will allow authorized officials or agents of the U.S. Forest Service, or any other Federal agency authorized to do so, to examine such financial books, records, and accounts of the Cooperator, as deemed necessary by the U.S. Forest Service, or other authorized Federal agency, and that these records and accounts will be retained by the Cooperator and kept available for three years after termination/expiration of this Agreement, unless disposition is otherwise authorized in writing by the U.S. Forest Service. Such books, records, and accounts may be examined at any reasonable and convenient time during such periods.
- d. The Cooperator shall provide an annual narrative accomplishment report and financial statement for the calendar year by March 31 of the following year to the U.S. Forest Service contact identified in *Section V. of this agreement*.
- e. The Cooperator shall bill the U.S. Forest Service for their prorated share of actual costs incurred to date, less program income and other Federal and nonfederal cash contributions, excluding any previous U.S. Forest Service payment(s) made on this agreement to date of the invoice.
- f. Pursuant to the Debt Collection Improvement Act of 1996, as amended by P.L. 104-134, the Cooperator shall furnish their tax identification number upon execution of this agreement. The Cooperator also agrees that notice of the U.S. Forest Service's intent to use such number for purposes of collection and reporting on any delinquent amounts arising out of such person's relationship with the Government, has hereby been given.

2.3.6. PERSONNEL

- g. The Cooperator shall provide such personnel as is reasonably necessary to operate sales facilities as indicated by the level of gross sales, or any other personnel to carry out the activities and programs as described in the Operating Plan. These personnel may include, as necessary, a central business office staff, local facility managers, interpreters, volunteers, and sales clerks. U.S. Forest Service personnel may not act on behalf or as a representative of the Cooperator. However, as an incidental part of their duties, approved U.S. Forest Service personnel may offer sales items to the public provided the proceeds be properly accounted for as Cooperator funds.

- h. The Cooperator shall designate a member or employee who is authorized to act as liaison with the U.S. Forest Service.
- i. Cooperator employees involved in visitor contacts shall be oriented in the U.S. Forest Service administrative unit's Interpretive Services programs and shall be approved by a U.S. Forest Service designee before assuming such responsibilities.
- j. A distinct separation, evident to the public, shall be maintained between the activities and management of the Cooperator and those of the U.S. Forest Service.
- k. Cooperator personnel are not Government employees and are not authorized to undertake any Governmental function or activity on behalf of the U.S. Forest Service beyond routine visitor information services and participation in museums, living history, or like programs. Cooperator employees shall not engage in activities that would reasonably lead the visiting public to conclude that they are Government employees. No Cooperator employee shall wear a U.S. Forest Service or other Government uniform. All Cooperator employees shall wear some easily observable and readily identifiable indication of Cooperator affiliation while conducting Cooperator business on the NFS lands. A sign will be posted at each sales outlet identifying the Cooperator mission and how the funds will be used.

2.3.7. APPROVALS

- a. Hours of operation, rates and prices, standards of service, and merchandise to be sold shall be subject to the approval of the U.S. Forest Service and stated in the Operating Plan. Publications and sales items will adhere to the established scope of sales will be approved by the Forest Supervisor or Regional Forester.
- b. The Cooperator may at any time make a written request for such necessary approvals. Requests shall be made to the Forest Supervisor or Regional Forester.

2.3.8. INTERPRETIVE ACTIVITIES

- a. Interpretive activities engaged in by the Cooperator must meet U.S. Forest Service standards and be approved by the Forest Supervisor or delegated to another line officer, such as a District Ranger, as defined in the Operating Plan.
- b. Cooperator personnel shall be available only for the purposes of the Cooperator/Recipient interpretive activities.

2.3.9. INDEMNIFICATION AND INSURANCE

- a. The Cooperator shall indemnify, save and hold harmless, and defend the United States against all fines, claims, damages, losses, judgments, and expenses arising out of or from any omission or activity of the Cooperator in connection with activities under this Agreement.
- b. The Cooperator shall procure public and employee liability insurance with a minimum coverage of \$100,000.00 for any number of claims from any one incident, with respect to the activities of the Cooperator and its employees. The United States of America shall be named as an additional insured on all such policies. All such policies specify that the insurer shall not hold the United States liable or in any way responsible for payment of any premiums or deductibles thereunder and such insurance policies shall be assumed by, credited to the account of, and undertaken at the sole risk of the Cooperator. This is the minimum amount of insurance allowable. A determination for additional coverage amounts should be evaluated based on project activities.

2.3.10. ORGANIZATION

- a. The Cooperator/Recipient Articles of Incorporation and By-Laws shall comply with requirements of the state in which the Cooperator is incorporated. Non-profit status 501(c) (3) must be maintained in accordance with Federal and state laws, and the Cooperator will make available for inspection, at the request of the U.S. Forest Service, documents demonstrating non-profit status. This Agreement will automatically terminate if non-profit status is lost.
- b. The Cooperator recognizes that U.S. Forest Service employees may be members of the Cooperator, but they shall not be officers, employees, or members of the Board of Directors.
- c. The Cooperator shall not allow U.S. Forest Service Employees to represent them in any matter between their organization and the U.S. Forest Service. The Cooperator shall make all decisions concerning their relationship with the U.S. Forest Service, including, but not limited to, executing or negotiating contracts, signing checks, or hiring or firing employees.

3. MULTIPLE ASSISTANCE LISTINGS

Agreements may be processed utilizing multiple assistance listing numbers (ALN).

If an award lists more than one assistance listing number on the FS-1500-0100 Cover Sheet, the following terms and conditions are applicable to your agreement.

3.1. FINANCIAL STATUS REPORTING

The Cooperator/Recipient shall prepare a financial report that includes all relevant expenditures for the reporting period. Additionally, for each respective ALN, a Federal Financial Report (form SF-425), must be submitted to the U.S. Forest Service Program Contact and to asc_payments@usda.gov according to the reporting schedule.

For awards with multiple ALNs, each ALN may have distinct financial reporting requirements. Single reports must be submitted according to the most frequent reporting requirement. (e.g. One ALN requires annual reporting and another requires quarterly reporting therefore the award reporting requirement will be quarterly.) The reporting frequency will be determined during pre-award negotiations and will be stated in the Statement of Work.

Financial reports are due no later than 30 days after the reporting period end. (e.g. The reporting period ends on June 30, so the report is due on July 30)

The financial report comprises of accounting for each ALN under a single award. There must be one form SF-425 (and Federal Financial Report Attachment, SF-425A) for each ALN. The SF-425 form may be found at [Post-Award Reporting Forms | Grants.gov](#).

At close out, all final financial reports, SF-425(s), must be submitted either with the final payment request or no later than 120 days from the expiration date of the agreement, whichever is soonest.

3.2. PROGRAM MONITORING AND PERFORMANCE REPORTS

The parties to this Agreement shall monitor the work activities to ensure that performance goals are being achieved. For awards with multiple ALNs, each ALN may have distinct performance reporting requirements. Single reports must be submitted according to the most frequent reporting requirement. (e.g. One ALN requires annual reporting and another requires quarterly reporting therefore the award reporting requirement will be quarterly.) The reporting frequency will be determined during pre-award negotiations and will be stated in the FS-1500-0100.

The Cooperator/Recipient shall prepare a performance report for each reporting period that contains the following:

- d. A comparison of actual accomplishments to the goals established for the period, in alignment with the Scope of Work. Wherever the output of the project can be readily expressed in numbers, the report shall also include a computation of the cost per unit

or output, as applicable. Example: Goal-50 miles of trail maintenance; Actual-25 miles of trail work completed near mile marker 0.7. 25 miles x \$422/mile = \$10,500.

- b. If established goals were not met, the report shall include (1) the reason for the delay, (2) a detailed explanation of why the goal was not achieved identifying any factors that may have contributed to the delay, and (3) a plan of action for addressing the issue and course correction actions. The plan should outline the specific steps that will be taken to address the issues and a timeline for implementing these steps. This information will enable the U.S. Forest Service to understand the reasons for the delay to determine if an agreement modification may be necessary.

For each ALN, the performance report must specify all relevant project work completed and/or invoiced for the reporting period.

Performance reports are due no later than 30 days after the reporting period ends. (e.g. The reporting period ends on June 30, so the report is due on July 30.)

The final performance report must be submitted either with the Cooperator/Recipient's final payment request, or separately, no later than 120 days from the expiration date of the Agreement, whichever is soonest.

NOTE: Financial and performance reports must be submitted together according to the reporting schedule in the FS-1500-0100. If reports are not submitted timely, it is considered a material breach of the agreement resulting in payment delays and potential termination of the Agreement.