USGS

Blanket Template - No Terms Changes Are Allowed

Agreement # _____

OPA Review # 15-4318

USGS FACILITY USE/SERVICE AGREEMENT
AUTHORIZED BY 15 USC 3710 (a) AS AMENDED

1. Name & Address USGS Facility:

Reston Stable Isotope Laboratory
U.S. Geological Survey
431 National Center, Room 5B142
12201 Sunrise Valley Drive
Reston, Virginia 20192
Contact : Jennifer Lorenz
Email : jlorenz@usgs.gov
Phone : (703) 648-5894
Secure Fax : (703) 648-4536

2. Name & Address of Collaborator:

_____
_____
_____
_____

Contact: _____
Email: _____
Phone: _____
Fax: _____
Website: _____

DUNS # _____ **TAX ID#** _____

___ **Government Entity** ___ **Academic Institution** ___ **Private Organization (Non-Profits & For-Profit)**

3. Describe type of technical assistance to be furnished by USGS:

_____ **Supply well characterized isotopic reference material with a certificate of analysis.**

_____ **Calibrate Collaborator-supplied material, and provide report of analysis.**

_____ **Develop isotopic reference material with report of analysis.**

4. Benefit of project work to USGS missions:

Isotopic Reference Materials (IRMs) are materials that are ground, blended, blotted, or split into representative sub-samples and then analyzed for their isotopic composition. A certificate of analysis is developed, which lists isotopic composition and expected variability. Because different hydrological, geological, and biological samples may have unique analytical problems, a variety of IRMs are available for calibration of isotope ratio mass spectrometers and their sample preparation systems. The development of IRMs ensures that federal

scientists will be able to evaluate hydrological, geological, and biological materials for a variety of isotopic compositions. Use of these isotopic reference materials will enable workers in laboratories worldwide measuring the same homogeneous sample to report the same isotopic composition within analytical uncertainty. Thus, analytical measurement results from laboratories worldwide will be comparable to measurement results of USGS scientists.

5. Collaborator explanation of how the specified research activity assists the company, program or project work:

_____ We are using the material for laboratory or analytical research or to calibrate analytical instruments.

_____ We are using the material as part of our normal business operations.

_____ Other_____

The Collaborator certifies that we are unable to find comparable quality isotopic reference materials from commercial U.S. sources.

6. Project term/Delivery date:

Delivery generally is within one to four weeks of receipt of payment depending upon material or service requested for each batch of samples shipped, as described on Exhibit I, attached. Project term is from date of last signature up to 5 years.

7. Reimbursement/Cost Share:

Prices are posted on the web site http://isotopes.usgs.gov/. A separate statement will be provided, describing all cost and credits for each order. Advanced payment is required for all IRMs unless other arrangements have been pre-approved by the RSIL Coordinator. Payment options for foreign customers are limited to check/money order drawn on an international bank or credit card (VISA, MasterCard). Domestic customers may pay by credit card or check. All payments are to be in US dollars and the USGS Order Number should be included on all paperwork.

* For the convenience of the Collaborator, the process for payment is described on the statement attached as Exhibit I. Requests may be processed using Credit Card, check, or wire transfer for the term of the agreement but should include Agreement # on all such paperwork. Collaborator assumes all risks and costs associated with shipment to and from the USGS facility.

8. Contacts (name/address/phone/email):

USGS: **Technical – Jennifer Lorenz, 703-648-5894, jlorenz@usgs.gov**
Financial – Emerson Perez-Paniagua, 703-648-4526, paniagua@usgs.gov

Collaborator: **Technical –** _____
Financial – If Same Person for Both, Please State "Same as Technical POC"

9. Other Terms:

a) Collaborator has determined that the capabilities of the above listed facility are unique, and not readily available from the private sector.
b) Scientific results will be provided on a "best efforts" basis by USGS.
c) USGS MAKES NO WARRANTIES ABOUT THE INFORMATION IT DELIVERS OR ITS USEFULNESS FOR A PARTICULAR PURPOSE.
d) The parties do not anticipate the development of any intellectual property (IP) as part of this agreement. However in the event that IP, which is defined as patents, copyrights, new inventions, or discoveries, is created in the course technical assistance, such IP shall be the property or joint property of the organization employing the respective individual(s) who made the invention or discovery. Any IP developed will be reported by the developer to his/her Technical Contact who will in turn notify the other party's Technical contact.
e) Collaborator/User understands that government work will have priority over this project in the event that a scheduling conflict develops in the laboratory.
f) Both USGS and Collaborator may utilize the generated information developed by USGS in databases, papers or as part of other scientific information.
g) This Agreement may be cancelled on 30 days written notice by either party to the other. Work in process at the time of cancellation will be completed and billed to the appropriate party. The obligation to make and the ability to accept payments survive the effective dates of the actual Agreement.
h) 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, for final resolution.
i) 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.
j) The terms of this Facility Use 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 to order or pay for research services. Such documents are accepted by USGS solely as a convenience to the Collaborator and are not intended to modify or expand the terms of the parties' agreement.
k) The agreement is subject to renewal (or may be renewed) by mutual written agreement of the parties.

SIGNATURES

U.S. Geological Survey		**Collaborator**	
Pierre D. Glynn			
Signature	Date:	Signature	Date:
Title: Chief, NRP/EB		**Title:**	

USGS Ethics Office Review: Completed: ☐ Date: _____ Not applicable ☐

USGS Tech Transfer Review: Completed: ✔ Date: 06-08-2015 Not applicable ✔

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USGS Signatory certifies that no intelletual property is expected as a result of this research/technical assistance effort: ✔