



FS Agreement No. [] - [] - []
Cooperator Agreement No. []

**MASTER
STEWARDSHIP AGREEMENT
Between The
[]
And the
USDA FOREST SERVICE, []**

This Master Stewardship Agreement is hereby made and entered into by and between the [], hereinafter referred to as "Cooperator," and the USDA Forest Service, [], hereinafter referred to as the "Forest Service," under the authority and provisions of the Agricultural Act of 2014, Pub. L. 113-79, sec. 8205.

Background: In 2003 Congress authorized the Forest Service and the Bureau of Land Management to enter into stewardship contracts and agreements "to achieve land management goals for the national forests that meet local and rural community needs." The primary focus of this legislation is to achieve land management goals through stewardship projects awarded under contracts or agreements. Unique to the legislation is the ability to exchange goods for services that meet the land management objectives.

The area addressed in this Master Stewardship Agreement is known as the [] and lies within the borders of the States of []. This area includes an un-estimated number of acres to be treated during the term of this Master Stewardship Agreement.

[]

I. PURPOSE:

The purpose of this Master Stewardship Agreement is to document the cooperative effort between the parties for landscape restoration activities within the [] in accordance with the following provisions and the hereby incorporated Template for Stewardship Supplemental Project Agreement (SPA), attached as Exhibit A.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The Forest Service is a land management agency dedicated to the wise use and management of National Forest System (NFS) lands, including the responsibility for maintaining and improving resource conditions.

[]

Commented [A1]: Prior to, or early in the G&A process, both parties should ensure that the cooperator has a EIN/TIN, DUNS, and is CCR registered. CCR registration is required annually. Contact your local G&A Specialist for more information.

Commented [A2]: This document will auto populate the Partner's name after you enter it in 3 locations. Those locations are: the first paragraph, Section II (Statement of Mutual Benefit and Interests), and Section III Part A (Legal Authority). After you enter the desired name in each location hit the "TAB" key; this will trigger the auto populate function. The comments for the 3 locations are in bold.

Commented [A3]: Insert Forest Service agreement number using the following format: *FY-SA-11RRUUSS-XXX*.

Commented [A4]: Insert cooperator agreement number, if applicable.

Commented [A5]: Insert partner's name.

Commented [A6]: Insert Forest Service unit

Commented [A7]: Insert the partner's name.

Commented [A8]: Insert Partner's shortened name or insert "Partner."

Commented [A9]: Insert the Forest Service unit name.

Commented [A10]: Insert the name of the stewardship area (Blackfoot-Clearwater Area) and the name of the Forest Service unit(s).

Commented [A11]: Insert applicable states.

Commented [A12]: Insert a description of the forest health issues needing restoration and the purpose and need of the project(s).

Commented [A13]: Insert Forest Service unit.

Commented [A14]: Describe the Partner's mission and interest in land management restoration.

This Master Stewardship Agreement will provide an opportunity for the parties to seek funding to expand partnership opportunities, and to garner new and additional support from partners, including but not limited to the timber industry, Federal and non-Federal entities, tribal entities, and Cooperator's members and volunteers. Mission accomplishment for both parties will be furthered by the restoration of natural resources across the landscape.

All projects conceived under this Master Stewardship Agreement will undergo a collaborative process to determine specific habitat improvements. The collaborative process will ensure that the benefits of undertaking restoration activities are mutually beneficial to Cooperator and the Forest Service as well as being beneficial to a wide diversity of interests involved in collaboration.

Both parties share an interest in improving the ecosystem condition and function of the landscape. A healthy landscape provides a variety of benefits beyond the needs of a single species, and therefore benefits both parties.

It is therefore mutually beneficial for the parties to work together to implement landscape restoration and enhancement projects.

In consideration of the above premises, the parties agree as follows:

III. THE PARTNER SHALL:

A. **LEGAL AUTHORITY.** Cooperator shall have the legal authority to enter into this Master Stewardship Agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable.

B. [REDACTED]

IV. THE U.S. FOREST SERVICE SHALL:

- A. Have the Regional Forester or authorized designee approve all stewardship project proposals.
- B. Complete all necessary National Environmental Policy Act (NEPA) requirements.
- C. Inform Cooperator of any changes in stewardship policy, law and regulations.
- D. Recognize Cooperator's contribution, in a manner acceptable to both parties, in news releases, interpretive signs, photographs, or other media as appropriate.

Commented [A15]: Describe possible restoration activities associated with this agreement and both parties' mutual goals.

Commented [A17]: Insert Partner's shortened name or "Partner." Be sure to include the article "The" if appropriate.

Commented [A18]: Fully describe all work, tasks, studies, reports, inspections, consultations, and cooperation the partner will perform.

E. [REDACTED]

Commented [A19]: Fully describe all work, tasks, studies, reports, inspections, consultation, and cooperation the Forest Service will perform.

V. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this Master Stewardship Agreement.

Commented [A20]: **Mandatory** provision **but** may be changed to accommodate additional contacts.

Principal U.S. Forest Service Contacts:

Commented [A21]: Insert **ALL** of the requested information below.

U.S. Forest Service Stewardship Coordinator	U.S. Forest Service Grants & Agreements Contact
Name: Address: City, State, Zip: Telephone: FAX: Email:	Name: Address: City, State, Zip: Telephone: FAX: Email:

Principal Partner Contacts:

Commented [A22]: Insert **ALL** of the requested information below.

Partner Stewardship Coordinator	Partner Administrative Contact
Name: Address: City, State, Zip: Telephone: FAX: Email:	Name: Address: City, State, Zip: Telephone: FAX: Email:

B. ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE ENTITIES. This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 regarding corporate felony convictions and corporate Federal tax delinquencies. Accordingly, by entering into this agreement Cooperator acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If Cooperator fails to comply with these provisions, the Forest Service will annul this agreement and may recover any funds Cooperator has expended in violation of sections 433 and 434.

Commented [A23]: This provision is **mandatory** for use in all funded and non-funded agreements entered into with an entity that is a corporation. **IF** the entity is not a corporation, you do not need to include this provision. A corporation is any entity, for-profit or non-profit, that has filed articles of incorporation in one of fifty states, the District of Columbia, or the various territories of the United States.



- C. AVAILABILITY FOR CONSULTATION. Both parties will make themselves available at mutually agreeable times, for continuing consultation to discuss the conditions covered by this Master Stewardship Agreement and agree to actions essential to fulfill its purposes.
- D. ANNUAL MEETING. At a minimum, the parties will meet annually to discuss potential stewardship projects and jointly review the active stewardship project proposal list.
- E. SUPPLEMENTAL PROJECT AGREEMENTS. Nothing in this Master Stewardship Agreement obligates either party to offer or accept any project proposals under this Master Stewardship Agreement. Any projects added to this Master Stewardship Agreement must be by mutual consent of the parties through a specific SPA. At a minimum, an SPA must:
1. Include language stating that the SPA will be made a part of this Master Stewardship Agreement thereby subjecting it to the terms of this Master Stewardship Agreement.
 2. Include a map and description of the project area, treatment activities and corresponding treated acres, and other activities which may include other resource related projects.
 3. Specify a method of designating trees for removal.
 4. Describe the desired end result of the project(s).
 5. Specify the exchange of goods for services. The Forest Service may apply the value of timber or other forest products removed as an offset against the cost of services received by Cooperator.
 6. Designate a Forest Service and Cooperator official to monitor their respective responsibilities outlined in the SPA.
 7. Include a Financial Plan to identify each parties contributions for projects identified in the SPA.
 8. Identify appropriate bonding requirements.
 9. Include any necessary forest restrictions and closure dates to allow Cooperator to implement and complete the project(s) within the specified timeframes.
 10. Provide necessary direction to Cooperator to ensure compliance with appropriate laws and regulations to fulfill the terms of the SPA.
 11. Identify any reporting requirements.
 12. Be reviewed and approved by a delegated timber contracting officer when forest products will be disposed.
 13. Be reviewed and approved by a Forest Service Grants & Agreements Specialist.
 14. Be mutually agreed to, in writing, by both parties and executed by the designated Forest Supervisor.
- F. PERFORMANCE. The parties will perform in accordance with the approved SPAs.
- G. EXCHANGE OF GOODS FOR SERVICES. SPA(s) may be completed where Forest Service goods are exchanged for Cooperator's services; Forest Service funds are exchanged for Cooperator's services; or a combination thereof.

H. TECHNICAL AND COST EVALUATION. Best approach determination is the evaluation method used by the Forest Service to approve stewardship agreement technical proposals. Such consideration shall primarily consider criteria other than cost. These non-price criteria include, but are not limited to:

1. The extent of mutual interest and benefit.
2. The advantages and effectiveness of mutual participation.
3. Joint expertise.
4. Past performance.
5. Technical approach
6. Factors relevant to cost such as volunteer participation, contribution from other parties, cost sharing, etc.
7. Ability to utilize, educate and/or train a local workforce.
8. Benefits to the local community
9. Ability to complete work in a timely manner.
10. Experience in performing similar work.
11. Ability to conduct work in an environmentally sound manner.

I. METHODS OF APPRAISAL: The value of timber and other forest products shall be determined using Forest Service standard guidelines, methods and techniques.

J. NOTICES. Any communications affecting the operations covered by this agreement given by the Forest Service or Cooperator is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the Forest Service Program Manager, at the address specified in this Master Stewardship Agreement.

To Cooperator, at Cooperator's address shown in this Master Stewardship Agreement or such other address designated within this Master Stewardship Agreement.

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

K. PARTICIPATION IN SIMILAR ACTIVITIES. This Master Stewardship Agreement in no way restricts the Forest Service or Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.

L. ENDORSEMENT. Any of Cooperator's contributions made under this Master Stewardship Agreement do not by direct reference or implication convey Forest Service endorsement of Cooperator's products or activities.

Commented [A24]: Mandatory provision. The parties may negotiate the following, additional, text, "...", and does not by direct reference or implication convey the Cooperator's endorsement of the Forest Service's products or activities.

M. USE OF FOREST SERVICE INSIGNIA. In order for Cooperator to use the Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted by the Forest Service's Office of Communications (Washington Office). A written request will be submitted by Forest Service

Commented [A25]: Mandatory provision **IF** the Partner anticipates producing any media with the Forest Service shield. The Proposed use should be described in the Scope of Work. When the request is submitted to the Office of Communication for approval, a copy of the fully executed agreement is required. See also FSM 1660.

Region/Station/Area to the Office of communication Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The Forest Service Region/Station/Area will notify when permission is granted.

- N. NON-FEDERAL STATUS FOR PARTNER PARTICIPANT LIABILITY. Cooperator agree(s) that any of Cooperator's 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), and Cooperator hereby willingly agree(s) to assume these responsibilities.

Further, Cooperator shall provide any necessary training to Cooperator's employees, volunteers, and program participants to ensure that such personnel are capable of performing tasks to be completed. Cooperator shall also supervise and direct the work of its employees, volunteers, and participants performing under this Master Stewardship Agreement.

- O. MEMBERS OF U.S. 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 Master Stewardship Agreement, or benefits that may arise therefrom, either directly or indirectly.

P. DRUG-FREE WORKPLACE.

1. Cooperator agree(s) that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any project/program that receives Federal funding. The statement must
 - a. Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;
 - b. Specify the actions Cooperator will take against employees for violating that prohibition; and
 - c. Let each employee know that, as a condition of employment under any award, the employee:
 - (1) Shall abide by the terms of the statement, and
 - (2) Shall notify you in writing if he or she is convicted for a violation of a criminal drug statute occurring in the workplace, and must do so no more than five calendar days after the conviction.
2. Cooperator agree(s) that it will establish an ongoing drug-free awareness program to inform employees about
 - a. The dangers of drug abuse in the workplace;

- b. The established policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation and employee assistance programs; and
 - d. The penalties that you may impose upon them for drug abuse violations occurring in the workplace.
3. Without the Program Manager's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this Master Stewardship, or the completion date of this Master Stewardship Agreement, whichever occurs first.
 4. Cooperator agree(s) to immediately notify the Program Manager if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the SPA number of each project which the employee worked. The notification must be sent to the Program Manager within ten calendar days after Cooperator learn(s) of the conviction.
 5. Within 30 calendar days of learning about an employee's conviction, Cooperator shall either:
 - a. Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or
 - b. Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

Q. **NONDISCRIMINATION.** The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, and so forth.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

R. **TRIBAL EMPLOYMENT RIGHTS ORDINANCE (TERO).** The Forest Service recognizes 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 (PL 93-638).

Commented [A26]: This provision is mandatory. Note: Tribal employment rights ordinances, TEROs, are permissible, allowing tribes to carry out hiring and contracting/granting practices to the advantage of tribal members. When the partner is a Tribal organization covered by PL 93-638, add the "Tribal Employment Rights Ordinance (TERO)" provision (FSM 1509.11_90, B.6.) to this agreement in addition to all applicable nondiscrimination provisions.

Commented [A27]: This provision is optional for any agreement when the partner is a Tribal organization covered by PL 93-638. Use this provision in addition to all applicable nondiscrimination provisions. It does not replace any of the nondiscrimination provisions.

S. **ELIGIBLE WORKERS.** Cooperator shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). Cooperator shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental agreement awarded under this Master Stewardship Agreement.

T. **STANDARDS FOR FINANCIAL MANAGEMENT.**

1. Financial Reporting

Cooperator shall provide complete, accurate, and current financial disclosures of the project or program in accordance with any financial reporting requirements, as set forth in the financial provisions.

2. Accounting Records

Cooperator shall continuously maintain and update records identifying the source and use of funds. The records shall contain information pertaining to the agreement, authorizations, obligations, unobligated balances, assets, outlays, and income.

3. Internal Control

Cooperator shall maintain effective control over and accountability for all Forest Service funds. Cooperator shall keep effective internal controls to ensure that all United States Federal funds received are separately and properly allocated to the activities described in the agreement and used solely for authorized purposes.

4. Source Documentation

Cooperator shall support all accounting records with source documentation. These documentations include, but are not limited to, cancelled checks, paid bills, payrolls, contract documents. These documents must be made available to the Forest Service upon request.

5. Advance Payments

When applicable, Cooperator shall establish and maintain specific procedures to minimize the time elapsing between the advance of Federal funds and their subsequent disbursement.

Commented [A28]: Advance payments are only applicable to Stewardship activities where retained receipts or appropriated funds are being applied to the agreement and as necessary to carry out project activities. Advance payments are not available for a Stewardship project that is exchanging goods for services only.

U. **OVERPAYMENT.** Any funds paid to in excess of the amount entitled under the terms and conditions of this agreement constitute a debt to the Federal Government. The following must also be considered as a debt or debts owed by the Cooperator to the Forest Service:

Commented [A29]: This provision is mandatory IF the Forest service is reimbursing or advancing funds to the cooperator.

1. Any interest or other investment income earned on advances of agreement funds; or

2. Any royalties or other special classes of program income which, under the provisions of the agreement are required to be returned.

If this debt is not paid according to the terms of the bill for collection issued for the overpayment, the Forest Service may reduce the debt by:

1. Making an administrative offset against other requests for reimbursement.
2. Withholding advance payments otherwise due to .
3. Taking other action permitted by statute (31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B).

Except as otherwise provided by law, the Forest Service may charge interest on an overdue debt.

- V. AGREEMENT CLOSEOUT. Cooperator Within 90 days after expiration or notice of termination the parties shall close out the award/agreement.

Any unobligated balance of cash advanced to the Recipient/Cooperator must be immediately refunded to the Forest Service, including any interest earned in accordance with 7CFR3016.21/2CFR 215.22.

Within a maximum of 90 days following the date of expiration or termination of this grant, all financial performance and related reports required by the terms of the agreement must be submitted to the Forest Service by the Recipient/Cooperator.

If this agreement is closed out without audit, the Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

- W. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. Cooperator shall retain all records pertinent to this Master Stewardship Agreement for a period of no less than three years from the expiration or termination date. As used in this provision, records include books, documents, accounting procedures and practice, and other data, regardless of the type or format. Cooperator shall provide access and the right to examine all records related to this Master Stewardship Agreement to the Forest Service Inspector General, or Comptroller General or their authorized representative. The rights of access in this section must not be limited to the required retention period but must last as long as records are kept.

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the 3-year period, the records must be kept until all issues are resolved, or until the end of the regular 3-year period, whichever is later.

Records for nonexpendable property acquired in whole or in part, with Federal funds shall be retained for 3 years after its final disposition.

- X. **FREEDOM OF INFORMATION ACT (FOIA).** Public access to Master Stewardship Agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to "Freedom of Information" regulations (5 U.S.C. 552).

Commented [UFS30]: This provision is mandatory for all instruments. Delete the last part for all agreements except when cooperating with a tribal partner.

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).

- Y. **TEXT MESSAGING WHILE DRIVING.** In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

- Z. **PUBLIC NOTICES.** It is Forest Service's policy to inform the public as fully as possible of its programs and activities. Cooperator is/are encouraged to give public notice of the receipt of this award/Master Stewardship Agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:

Commented [A31]: Optional provision if the Forest Service Program Manager anticipates that the project/activity is of public interest and requests that the provision be included in the award.

" [redacted] of the Forest Service, Department of Agriculture, [redacted]."

Commented [A32]: Insert program name, e.g. "International Programs"

Commented [A33]: Briefly describe your program, etc.

Cooperator may call on Forest Service's Office of Communication for advice regarding public notices. Cooperator is/are requested to provide copies of notices or announcements to the Forest Service Program Manager and to Forest Service's Office Communications as far in advance of release as possible.

- AA. **RIGHT TO TRANSFER EQUIPMENT AND SUPPLIES.** Equipment approved for purchase under this Master Stewardship Agreement is available only for use as authorized. The Forest Service reserves the right to transfer title to the Federal government of any equipment with a current per-unit fair market value of \$5,000 or more purchased with Forest Service funding. Upon expiration of this Master Stewardship Agreement, Cooperator shall forward an equipment inventory to the Forest Service, listing all equipment purchased with Forest Service funding throughout the life of the project. Disposition instructions must be issued by the Forest Service within 120 calendar days from termination date of this Master Stewardship Agreement.

Commented [A34]: Mandatory provision **IF** the Forest Service intends to invoke the right to transfer equipment purchased with Federal funds.

- BB. **FUNDING EQUIPMENT AND SUPPLIES.** Federal funding under this Master Stewardship Agreement **are is** not available for reimbursement of Cooperator's purchase of equipment and supplies. Equipment is defined as having a fair market value of over \$5,000 per unit and a useful life of over one year.

Commented [A35]: Mandatory provision **IF** equipment/supplies is NOT approved for purchase.

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

Commented [A36]: Mandatory provision **IF** property improvements result from a project on National Forest System lands. **Do not use if** those improvements are owned by the Partner and covered under another Master Stewardship Agreement such as a Special Use Permit or license.

DD. **CONTRACT REQUIREMENTS**. Any contract under this agreement must be awarded following Cooperator's established procedures, to ensure free and open competition, and avoid any conflict of interest (or appearance of a conflict). Cooperator shall maintain cost and price analysis documentation for potential Forest Service review. Cooperator is encouraged to utilize small businesses, minority-owned firms and women's business enterprises.

Commented [A37]: Mandatory provision **IF** the cooperator will be awarding a contract using Forest Service funding. Davis Bacon and Service Contract Act has been determined by review not to apply to the current scope of G&A authorities.

EE. **GOVERNMENT-FURNISHED PROPERTY**. Cooperator may only use Forest Service property furnished under this Master Stewardship Agreement for performing tasks assigned in this Master Stewardship Agreement. Cooperator shall not modify, cannibalize, or make alterations to Forest Service property. A separate document, Form AD-107, must be completed to document the loan of Forest Service property. The Forest Service shall retain title to all Forest Service-furnished property. Title to Forest Service property must not be affected by its incorporation into or attachment to any property not owned by the Forest Service, nor must the property become a fixture or lose its identity as personal property by being attached to any real property.

Commented [A38]: Optional for use **ONLY** when the Forest Service is loaning Forest Service property to the Partner necessary for the completion of the project. An AD-107 must be completed.

Partner Liability for Government Property.

1. Unless otherwise provided for in the Master Stewardship Agreement, Cooperator shall not be liable for loss, damage, destruction, or theft to the Government property furnished or acquired under this contract, except when any one of the following applies—
 - a. The risk is covered by insurance or Cooperator is/are otherwise reimbursed (to the extent of such insurance or reimbursement).
 - b. The loss, damage, destruction, or theft is the result of willful misconduct or lack of good faith on the part of Cooperator's managerial personnel. Cooperator's managerial personnel, in this clause, means Cooperator's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of Cooperator's business; all or substantially all of Cooperator's operation at any one plant or separate location; or a separate and complete major industrial operation.
2. Cooperator shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. Cooperator 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.
3. Cooperator shall do nothing to prejudice the Government's rights to recover against

third parties for any loss, damage, destruction, or theft of Government property.

4. Upon the request of the G&A Specialist, Cooperator shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of Master Stewardship Agreements of assignment in favor of the Government in obtaining recovery.

FF. PURCHASE OF ASSETS. Any assets (such as equipment, property, or improvements) purchased by the Forest Service with Cooperator contributions must become the property of the Forest Service.

Commented [A39]: This provision is optional. When the Forest Service purchases property, equipment, or improvements with funds contributed by a partner, it is appropriate to use this provision to clarify the intent of the parties regarding disposition of assets. Coordination with local and ASC Property staff is essential to ensure property purchase of assets and accountability. If the asset is purchased with advanced funds, a special job code for purchase of an asset must be set up at ASC-RACA in coordination with ASC-Property. If the asset is purchased with reimbursed funds, form FS-6500-245 must be completed to bring the asset into the Forest Service property records.

GG. OFFSETS, CLAIMS, AND RIGHTS. Any and all activities entered into or approved by this Master Stewardship Agreement will create and support afforestation/ reforestation efforts within the National Forest System without generating carbon credits. The Forest Service does not make claims of permanence or any guarantees of carbon sequestration on lands reforested or afforested through Cooperator's assistance. The Forest Service will provide for long-term management of reforested and afforested lands, according to applicable Federal statute regulations and forest plans.

Commented [A40]: Optional provision when reforestation activities are anticipated on NFS lands.

HH. FOREST SERVICE ACKNOWLEDGED IN PUBLICATION AND AUDIOVISUALS. Cooperator shall acknowledge Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this Master Stewardship Agreement.

Commented [A41]: Mandatory provision **IF** development of publications or production of audiovisuals, or if information is shared via electronic format (including websites), is anticipated.

II. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. Cooperator shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

Commented [A42]: Mandatory provision **IF** development or publication of any printed, on-line, or audiovisual material is contemplated

"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)"

To file a complaint alleging discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington DC 20250-9410 or call toll free voice (866) 632-9992, TDD (800)877-8339, or voice relay (866) 377-8642. USDA is an equal opportunity provider and employer."

If the material is too small to permit the full statement to be included, the material shall, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

JJ. REMEDIES FOR COMPLIANCE RELATED ISSUES. If Cooperator materially fail(s) to comply with any term of the Master Stewardship Agreement, whether stated in a Federal statute or regulation, an assurance, the Master Stewardship Agreement, the Forest Service may take one or more of the following actions:

1. Temporarily withhold cash payments pending correction of the deficiency by Cooperator or more severe enforcement action by the Forest Service;
2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the current Master Stewardship Agreement for Cooperator's program;
4. Withhold further awards for the program, or
5. Take other remedies that may be legally available, including debarment procedures under 2 CFR part 417.

KK. TERMINATION BY MUTUAL AGREEMENT. This Master Stewardship Agreement may be terminated, in whole or part, as follows:

- When the Forest Service and Cooperator agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.

- By 30 days written notification by Cooperator to the Forest Service setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated. If the Forest Service decides that the remaining portion of the Master Stewardship Agreement must not accomplish the purpose for which the Master Stewardship Agreement was made, the Forest Service may terminate the award upon 30 days written notice in its entirety.

Upon termination of an Master Stewardship Agreement, Cooperator shall not incur any new obligations for the terminated portion of the Master Stewardship Agreement after the effective date, and shall cancel as many outstanding obligations as possible. The Forest Service shall allow full credit to Cooperator for the Forest Service share of obligations that cannot be canceled and were properly incurred by Cooperator up to the effective date of the termination. Excess funds shall be refunded within 60 days after the effective date of termination.

LL. ALTERNATE DISPUTE RESOLUTION – PARTNERSHIP AGREEMENT. In the event of any issue of controversy under this Master Stewardship 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.

MM. DEBARMENT AND SUSPENSION. Cooperator shall immediately inform the Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the Federal government according to the terms of 2 CFR Part 180. Additionally, should Cooperator or any of their principals receive a

Commented [A43]: Mandatory provision. *Prior* to entering into an arrangement with a Partner, the Forest Service must verify that they are not debarred or suspended from entering into a non-procurement transaction with the Federal government. This list is maintained by GSA and located at www.sam.gov.

transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

NN. **COPYRIGHTING.** Cooperator is/are granted sole and exclusive right to copyright any publications developed as a result of this Master Stewardship 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 Master Stewardship Agreement.

Commented [A44]: Mandatory provision **IF** the agreement contemplates development or publication of any printed, audiovisual, or electronic material.

No original text or graphics produced and submitted by the Forest Service must be copyrighted. The 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 subcontracts.

This provision includes:

1. The copyright in any work developed by Cooperator under this Master Stewardship Agreement.
2. Any right of copyright to which Cooperator purchase(s) ownership with any Federal contributions.

OO. **PUBLICATION SALE.** Cooperator may sell any publication developed as a result of this Master Stewardship Agreement. The publication may be sold at fair market value, which is initially defined in this Master Stewardship 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 Master Stewardship 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.

Commented [A45]: Mandatory provision **IF** Partner publications are anticipated.

PP. When Cooperator is seeking bids for product removal and/or stewardship items, both parties agree that the product rates and stewardship item costs used at the approval of the SPA may be based upon tentative value and planned costs. Both parties agree to establish actual rates for both product and stewardship items prior to commencement of operations. Cooperator will notify the Forest Service in writing [] days in advance to request appraisal prior to seeking formal bids. Both parties agree to modify the SPA with these actual values and costs. Modified product values shall be greater than or equal to the reappraised rates and value.

Commented [A46]: Insert number of days.

Post commencement of work, if there is a change from the established stewardship item rates, the SPA will be modified to increase or decrease the amount of services provided by Cooperator, accordingly. Post commencement of work product value rate redeterminations are subject to authorizing regulation.

QQ. **MODIFICATION.** Modifications within the scope of this Master Stewardship 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

