



Figure 20-4
Facility Use/Service Agreement Template

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

1. Name & Address USGS Facility:
2. Name & Address of Collaborator: Tax ID Number (TIN): _____ DUNS Number: _____
3. Describe type of technical assistance to be furnished by USGS
4. Benefit of project work to USGS missions
5. Collaborator explanation of how the specified research activity assists your company, program or project work.
6. Project term/Delivery date:
7. Reimbursement/Cost Share: [Center should address the advance requirement in this section.] * For the convenience of the Collaborator, requests may be processed using Credit Card or PO during the term of the agreement but should include Agreement # on all such paperwork.
8. Contacts (name/address/phone/email) USGS: Technical - (name/phone/e-mail/address) Collaborator: Technical - (name/phone/e-mail/address)
9. Other Terms: a) The 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 the USGS. c) The 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 the USGS and the Collaborator may utilize the generated information developed by the 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 the 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 the 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 the USGS. The 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 the Collaborator to order or pay for research services. Such documents are accepted by the USGS solely as a convenience to the Collaborator and are not intended to modify or expand the terms of the parties' agreement.

U.S. Geological Survey		Collaborator	
Name _____		Name _____	
Signature _____	Date _____	Signature _____	Date _____
Title _____		Title _____	

USGS Technology Transfer Officer Approval of Template:

Name _____

Signature _____ Date _____