



**U.S. GEOLOGICAL SURVEY FACILITY USE AND SERVICE AGREEMENT (FUSA)
AUTHORIZED BY 15 U.S.C. § 3710a, AS AMENDED**

1. USGS Science Center or Facility Name, Address, and Website:

**U.S. Geological Survey
Reston Groundwater Dating Laboratory
432 National Center
12201 Sunrise Valley
Drive Reston, Virginia
20192**

**Contact: Allison Casile
Email: acasile@usgs.gov
Phone: (703)-648-5847
Fax: 303-236-3499**

2. Collaborator Name, Address, Website, and Organization Information:

Collaborator Name:
Collaborator's complete address (multiple lines accepted)

Website:
Collaborator's Country: USA or Foreign

Unique Entity Identifier (UEI):

Select from the list of organization types.

If the organization is a subsidiary, describe the Parent Organization.

Parent Organization Name:

Collaborator's Parent Country: USA or Foreign.

Parent Organization Website:

3. Description of assistance to be Furnished by USGS:

- SF₆ analysis for ground water age dating.
- CFC analysis for ground water age dating.
- Dissolved gas (N₂, Ar, CO₂, CH₄, O₂)analysis.

A detailed order form must be filled out describing the exact services required. To fill out the order form for sampling methods, and instruction for shipping and handling of samples, see the information at the website: <https://water.usgs.gov/lab/user%20agreement/index.html>



4. Benefit of Project Work to USGS Missions:

Since 1995, the USGS groundwater dating lab has collected ground water age information from USGS studies across the United States. The lab maintains a data base of ground water age information. The samples for this data base have come from large and small projects. However, there are geographical and hydrologic setting gaps in the data. Accepting samples from a large pool of submission will allow the filling of the data base for future use by USGS scientist who will continue refinement of the techniques and development of new techniques. Information on the age of the nation’s ground water resources can also be used to continue research on the effects of steadily increasing water use across the nation.

5. Collaborator Explanation of How Specified Research Assists the Organization, Program or Project Work:

_____ We are using the information as part of a source water protection study.

_____ 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. Agreement Term/Delivery Date:

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

7. Reimbursement/Cost Share:

- Prices are posted on the website: <https://water.usgs.gov/lab/user%20agreement/index.html>
- A separate Statement will be provided, describing all costs and credits for each order.
- Advance payment is required unless other arrangements have been pre-approved by the Age Dating Lab Coordinator.
- Payment options will be provided in the order confirmation form.

8. Contacts (Full Name, Phone, Email):

USGS:

Technical – Allison Casile, 703-648-5847, acasile@usgs.gov

Financial – Ashanti Clayton, 303-236-3545, aclayton@usgs.gov

Collaborator:

Technical –

Financial –

9. Administrative Terms:

- a) Collaborator/User has determined that the capabilities of the above listed facility are unique, and not knowingly readily available from the private sector.
- b) Scientific results will be provided on a “best efforts” basis by USGS.
- c) USGS makes no express or implied warranty as to the conditions of the research, merchantability or fitness for a particular purpose of the research, data, or resulting project incorporating data developed and exchanged under this agreement. These provisions shall survive the termination of the agreement.
- d) The parties certify that no intellectual property (IP) is expected or exchanged as a result of the Agreement.
- 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/User may utilize the generated information developed by USGS in databases, papers or as part of other scientific information. The parties acknowledge that publications and reports prepared from this project or subject to USGS fundamental science practices (FSP).
- g) This Agreement may be terminated on 30 days written notice by either party to the other. Work by USGS in process at the time of cancellation will be completed and invoiced to the Collaborator/User. 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/User, 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. Each party agrees to be responsible for the activities, including the negligence, of their employees. As a Federal entity, USGS liability is limited by the Federal Tort Claims Act, codified at 28 U.S.C. 2671, et seq.
- j) The terms of this Facility Use and Service 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/User to order or pay for research services. Such documents are accepted by USGS solely as a convenience to the Collaborator/User and are not intended to modify or expand the terms of the parties’ Agreement.
- k) This Agreement is subject to renewal (or may be renewed) by mutual written agreement of the parties.
- l) The Parties acknowledge that materials or information resulting from the performance of activities described within this Agreement may be subject to export control laws of the United States including those concerning national security and each Party is responsible for its compliance with such laws.



SIGNATURES - By executing this Agreement, each party represents that all statements made herein are true, complete, and accurate to the best of its knowledge; that each has read and understood this Agreement prior to signing; and that each enters into it freely and voluntarily.

The USGS signatory certifies that:

- The USGS signatory is consistent with the delegations of authority to sign agreements, SM 205.13.
- The Collaborator is a U.S. owned organization or the FUSA was coordinated with OPA if the Collaborator is a non-U.S. owned organization.
- The standard FUSA clauses in section 9 have not been modified. If they have been modified, the changes have been coordinated with OPA.
- The COI form has been coordinated with the Ethics Office, if applicable.
- The USGS Center will maintain a record of all agreements entered into under OPA Review number 2023ZD-13132.

U.S. Geological Survey		Collaborating Entity Name:	
Signature	Date	Signature	Date
Title Acting Chief Operating Officer, OCOO		Title	

USGS Technology Transfer Review:

Template developed by: Mary E. Powell, Technology Transfer Specialist, OPA

Date: 11/16/2023

TEMPLATE ID #: 2023ZD-13132

Please review the [Conflict of Interest policy](#) to determine if the PI needs to submit a COI for this agreement, and add a comment to your ARS submission that this has been completed.