



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

1. Name & Address USGS Facility:

**U.S. Geological Survey
Reston Ground Water Dating Laboratory
432 National Center
12201 Sunrise Valley Drive
Reston, Virginia 20192
Contact : Jerry Casile
Email : jcasile@usgs.gov
Phone : (703)-648-5847
Fax : 303-236-3499**

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:

SF₆ analysis for ground water age dating.

CFC analysis for ground water age dating.

A detailed order form must be filled out describing the exact services required. Dissolved gas analysis for N₂, Ar, CO₂ CH₄, and O₂ is available to couple with SF₆ and or CFC for the determination of recharge temperature and excess air. To fill out the order form, for sampling methods and instructions for shipping and handling of samples see the information at the web site: <http://water.usgs.gov/lab>.

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 the specified research activity assists the company, 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 age dating services 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://water.usgs.gov/lab/>. 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 (name/address/phone/email):

USGS: Technical – Jerry Casile, 703-648-5873, jcasile@usgs.gov
 Financial –

Collaborator: Technical – _____
 Financial – _____

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 EXPRESS OR IMPLIED WARRANTY AS TO THE CONDITIONS OF THE RESEARCH, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE



OF THE RESEARCH, DATA, OR RESULTING PRODUCT INCORPORATING DATA DEVELOPED AND EXCHANGED UNDER THIS AGREEMENTS. THESE PROVISIONS SHALL SURVIVE THE TERMINATION OF THE AGREEMENT.

- 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. The parties acknowledge that publications and reports prepared from this project are subject to USGS fundamental science practices (FSP).
- 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. Each party agrees to be responsible for the activities, including negligence, of their employees. As a Federal entity, USGS liability is limited by the Federal Tort Claims Act, codified at 28 USC 2671 et seq.
- 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.
- 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 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:

- o **The USGS signatory is consistent with the delegations of authority to sign agreements, SM 205.13.**
- o **The Collaborator is a US owned entity or the FUSA was coordinated with OPA if the Collaborator is a non-US owned entity.**



- **The standard FUSA clauses in section 10 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, as applicable.**
- **The USGS Center will maintain a record of all agreements entered into under OPA Review number 17-6053 and provide it to OPA at the end of each fiscal year.**

U.S. Geological Survey		Collaborator	
Signature	Date:	Signature	Date:
Title:		Title:	

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

USGS Tech Transfer Review: Completed: _____ Date: _____ Not applicable _____

Blanket OPA Review #: _____