



**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)-648-5873
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:

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



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: _____ Not applicable _____

Blanket OPA Review #: _____