MASTER
CHALLENGE COST SHARE AGREEMENT
Between The
ACCESS FUND
And The
USDA, FOREST SERVICE
NATIONAL HEADQUARTERS

This MASTER CHALLENGE COST SHARE AGREEMENT is hereby made and entered into by and between the Access Fund, hereinafter referred to as “Access Fund,” and the USDA, Forest Service, National Headquarters hereinafter referred to as the “U.S. Forest Service,” under the authority of: Department of Interior and Related Agencies Appropriation Act of 1992, Pub. L. 102-154.

Title: Access Fund Master Challenge Cost Share Agreement

I. PURPOSE

The purpose of this agreement is to document the cooperation between the parties to develop planning and implementation of mutually beneficial programs, projects, education, training, and other activities regarding appropriate climbing activities and assets on federal lands. This cooperation serves the mutual interests of the parties and the public in accordance with the following provisions and any incorporated supplemental project agreements.

II. STATEMENT OF MUTUAL BENEFITS AND INTERESTS:

It is mutually beneficial to enter into this agreement to establish a framework for the development of individual Supplemental Project Agreements (SPAs) for the parties to work together on projects to accomplish their mutual goals.

A. The Forest Service is a land and resources management agency of the United States Department of Agriculture. The mission of the Forest Service is to sustain the health, diversity, and productivity of the Nations’ forests and grasslands to meet the needs of present and future generations. As set forth in law, the mission is to achieve quality land management under the sustainable multiple-use management concept to meet the diverse needs of people. The Forest Service also provides technical and financial assistance to State and private forest landowners, encouraging them to practice good stewardship and quality land management in meeting their specific objectives.
B. The Access Fund is a national, non-profit advocacy organization whose mission is to keep climbing areas in the United States open and to conserve the climbing environment. Founded in 1991, the Access Fund supports and represents over 7.4 million climbers nationwide and all forms of climbing, including rock and ice climbing, mountaineering, and bouldering. The Access Fund helps establish sustainable climbing resources, promotes volunteerism, and promotes access to and sustainable use of federal and non-federal lands. The Access Fund works closely with land management agencies, environmental organizations, climbing groups, and businesses linked to use of the outdoors on conservation projects, land acquisitions, and climbing policy. Access Fund members desire to use the National Forest System lands for recreational purposes and to provide support to the U.S. Forest Service for mutually beneficial climbing programs, projects, and activities.

C. The parties have common interests including increasing recreational access to federal lands, maintaining existing climbing opportunities, promoting education and safe climbing practices, reducing backlog maintenance, leveraging appropriated federal or other public funds with public-private ventures, and promoting responsible outdoor recreational use of federal lands and waters. The parties understand that federal lands and waters are a significant recreation destination for millions of Americans. The Parties desire to provide support to each other in developing mutually beneficial climbing programs, projects and activities.

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

III. Access Fund SHALL:

A. **LEGAL AUTHORITY.** Access Fund shall have the legal authority to enter into this 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 nonfederal share of project costs, when applicable.

B. **USE OF GOVERNMENT OWNED VEHICLES.** U.S. Forest Service vehicles may be used for official U.S. Forest Service business only accordance with FSH 7109.19, Ch. 60, the requirements established by the region in which performance of this agreement takes place, and the terms of this agreement.

C. **BUILDING AND COMPUTER ACCESS BY NON-U.S. FOREST SERVICE PERSONNEL.** Access Fund may be granted access to U.S. Forest Service facilities and/or computer systems to accomplish work described in the Operating Plan or Statement of Work. All non-government employees with unescorted access to U.S. Forest Service facilities and computer systems must have background checks following the procedures established by USDA Directives 3800 series. Those granted computer access must fulfill all U.S. Forest Service requirements for mandatory security awareness and role-based advanced security training, and sign all applicable U.S. Forest Service statements of responsibilities.
D. Meet with representatives of the Forest Service, at least annually, to discuss the conditions covered by this agreement and agree to action(s) necessary, as appropriate, to implement and further the stated goals. Collaborate on specific activities, including potential cost sharing activities, which could benefit this agreement.

E. Promote responsible recreation use and advance a stewardship ethic for sustainable recreation while implementing stewardship and conservation projects, such as Leave No Trace.

F. Work with the Forest Service local unit staff to ensure that volunteer and service projects are accurately reported in the VSReports, the repository for USDA Forest Service volunteer, community and national service partnerships, participation, outcomes and accomplishments.

IV. THE U.S. FOREST SERVICE SHALL:

A. Meet with representatives of the Access Fund, at least annually, to discuss the conditions covered by this agreement and agree to action(s) necessary, as appropriate, to implement and further the stated goals. Collaborate on specific activities, including potential cost sharing activities, which could benefit this agreement.

B. Collaborate with the Access Fund in the identification and implementation of mutually agreed to projects. Primary responsibility will reside with the Access Fund, although the Forest Service will be available for support and technical assistance, including participation, as appropriate, in any planning, implementation, and monitoring of any project undertaken pursuant to this agreement.

C. Encourage local Agency officials to collaborate with the Access Fund in the development of mutually beneficial projects and educational activities with local units.

D. Share the communication plan that enhances awareness of this agreement to identify emerging communities of interest.

E. Where appropriate and feasible, make available to the public the Access Funds interpretive and educational materials regarding climbing.

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 agreement.
Principal Cooperator Contacts:

<table>
<thead>
<tr>
<th>Cooperator Program Contact</th>
<th>Cooperator Administrative Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Ty Tyler</td>
<td>Name: Ty Tyler</td>
</tr>
<tr>
<td>Address: PO Box 17010</td>
<td>Address: PO Box 17010</td>
</tr>
<tr>
<td>City, State, Zip: Boulder, CO 80301</td>
<td>City, State, Zip: Boulder, CO 80301</td>
</tr>
<tr>
<td>Telephone: 206-351-9239</td>
<td>Telephone: 206-351-9239</td>
</tr>
<tr>
<td>Email: <a href="mailto:ty@ccessfund.org">ty@ccessfund.org</a></td>
<td>Email: <a href="mailto:ty@ccessfund.org">ty@ccessfund.org</a></td>
</tr>
</tbody>
</table>

Principal U.S. Forest Service Contacts:

<table>
<thead>
<tr>
<th>U.S. Forest Service Program Manager Contact</th>
<th>U.S. Forest Service Administrative Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: “Jamie” Schwartz</td>
<td>Name: “Jamie” Schwartz</td>
</tr>
<tr>
<td>201 14th Street SW, MS 1125</td>
<td>201 14th Street SW, MS 1125</td>
</tr>
<tr>
<td>Washington, DC 20250-1125</td>
<td>Washington, DC 20250-1125</td>
</tr>
<tr>
<td>Telephone: 202-205-1589</td>
<td>Telephone: 202-205-1589</td>
</tr>
<tr>
<td>Email: <a href="mailto:jschwartz01@fs.fed.us">jschwartz01@fs.fed.us</a></td>
<td>Email: <a href="mailto:jschwartz01@fs.fed.us">jschwartz01@fs.fed.us</a></td>
</tr>
</tbody>
</table>

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 as continued by Consolidated and Further Continuing Appropriations Act, 2013, P.L. No. 113-6, Division F, Title I, Section 1101(n)(3) regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement Access Fund 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 Access Fund fails to comply with these provisions; the U.S. Forest Service will annul this agreement and may recover any funds Access Fund has expended in violation of sections 433 and 434.

C. AVAILABILITY FOR CONSULTATION. Both parties agree to be available at mutually agreeable times, for continuing consultation to discuss the conditions covered by this agreement and agree to actions essential to fulfill its purposes.
D. **SUPPLEMENTAL PROJECT AGREEMENTS (SPA)**. Nothing in this agreement obligates either party to offer or accept any project proposals under this agreement. Any projects added to this agreement must be by mutual consent of the parties through a specific SPA.

E. **NOTICES**. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or Access Fund are sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the agreement.

To Access Fund, at Access Fund’s address shown in the agreement or such other address designated within the agreement.

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

F. **PARTICIPATION IN SIMILAR ACTIVITIES**. This agreement in no way restricts the U.S. Forest Service or Access Fund from participating in similar activities with other public or private agencies, organizations, and individuals.

G. **ENDORSEMENT**. Any of Access Fund’s contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of Access Fund’s products or activities.

H. **USE OF U.S. FOREST SERVICE INSIGNIA**. In order for Access Fund to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service’s Office of Communications (Washington Office). A written request will be submitted by the U.S. Forest Service Recreation, Heritage and Volunteer Services to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The U.S. Forest Service, Recreation, Heritage and Volunteer Services will notify the Access Fund when permission is granted.

I. **NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANT**. Access Fund agree(s) that any of their 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), as Access Fund hereby willingly agree(s) to assume these responsibilities.

Further, Access Fund shall provide any necessary training to Access Fund’s employees, volunteers, and program participants to ensure that such personnel are capable of performing tasks to be completed. Access Fund shall also supervise and
direct the work of its employees, volunteers, and participants performing under this agreement.

J. 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 agreement, or benefits that may arise therefrom, either directly or indirectly.

K. NONDISCRIMINATION. In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

L. ELIGIBLE WORKERS. Access Fund shall ensure that all employees complete the 1-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). Access Fund shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or SPA awarded under this agreement.

M. STANDARDS FOR FINANCIAL MANAGEMENT.

1. Financial Reporting
Access Fund 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**

Access Fund 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**

Access Fund shall maintain effective control over and accountability for all U.S. Forest Service funds, real property, and personal property assets. Access Fund 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**

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

N. **PROGRAM INCOME – PARTNERSHIP AGREEMENTS.**

1. Access Fund shall apply the standards set forth in this Provision to account for program income earned under the agreement.

2. If any program income is generated as a result of this agreement, the income must be applied using the deduction alternative. The deduction alternative means that program income must be deducted from total allowable costs to determine the net allowable costs, unless otherwise approved by the signatory official. Program income must be used for current costs unless the Federal agency authorizes otherwise. Program income which Access Fund did not anticipate at the time of the award must be used to reduce the Federal agency and Access Fund’s contributions rather than to increase the funds committed to the project.

3. Unless the terms and conditions of the agreement provide otherwise, Access Fund shall have no obligation to the U.S. Government regarding program income earned after the end of the project period.

4. Costs incident to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the agreement and they comply with the Cost Principles, if applicable.
5. Unless the terms and conditions of the agreement provide otherwise, Access Fund shall have no obligation to the U.S. Government with respect to program income earned from license fees and royalties for copyrighted material, patents, patent applications, trademarks, and inventions produced under an agreement. However, Patent and Trademark Amendments (35 U.S.C. 18) apply to inventions made under an experimental, developmental, or research awards.

O. OVERPAYMENT. Any funds paid to Access Fund 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 Access Fund to the U.S. Forest Service:

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

- 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 U.S. Forest Service may reduce the debt by:

1. Making an administrative offset against other requests for reimbursement.
2. Withholding advance payments otherwise due to Access Fund.

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

P. REFUNDS. Funds collected in advance by the U.S. Forest Service, which are not spent or obligated for the project(s) approved under this agreement, may be refunded to Access Fund, authorized for use for a new agreement by Access Fund, or waived by Access Fund. A DUNS number and registration in the Central Contractor Registry (CCR) by Access Fund may be necessary to process a refund. Due to processing costs, any balance less than $25 shall not be refunded to Access Fund.

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

Any unobligated balance of cash advanced to Access Fund must be immediately refunded to the U.S. Forest Service, including any interest earned in accordance with 2 CFR Part 200, Subpart D, 200.305.
Within a maximum of 90 days following the date of expiration or termination of this agreement, all financial performance and related reports required by the terms of the agreement must be submitted to the U.S. Forest Service by Access Fund.

If this agreement is closed out without audit, the U.S. 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.

R. PROGRAM PERFORMANCE REPORTS. Access Fund shall monitor the performance of the agreement activities to ensure that performance goals are being achieved.

Performance reports must contain information on the following:

- A comparison of actual accomplishments to the goals established for the period. Where the output of the project can be readily expressed in numbers, a computation of the cost per unit of output, if applicable.

- Reason(s) for delay if established goals were not met.

- Additional pertinent information.

Access Fund shall submit annual performance reports to the U.S. Forest Service Program Manager. These reports are due 90 days after the reporting period. The final performance report must be submitted either with Access Fund’s final payment request, or separately, but not later than 90 days from the expiration date of the agreement.

S. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. Access Fund shall retain all records pertinent to this agreement for a period of no less than 3 years from the expiration or termination date. As used in this provision, “records” includes books, documents, accounting procedures and practice, and other data, regardless of the type or format. Access Fund shall provide access and the right to examine all records related to this agreement to the U.S. Forest Service Inspector General, or Comptroller General or their authorized representative. The rights of access in this must not be limited to the required retention period but must last as long as the 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 must be retained for 3 years after its final disposition.
T. **FREEDOM OF INFORMATION ACT (FOIA).** Public access to 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). Requests for research data are subject to 2 CFR 215.36.

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 (2009 Farm Bill).

U. **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 Cooperatives, 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.

V. **PUBLIC NOTICES.** It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. Access Fund is/are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:

"Recreation, Heritage and Volunteer Resources of the U.S. Forest Service, Department of Agriculture as related to recreation, heritage or volunteer activities on National Forest Lands."

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

W. **PURCHASE OF EQUIPMENT.** U.S. Forest Service funds may be used by Access Fund to purchase equipment necessary to accomplish activities described in this agreement. The available funding is displayed in the financial plan. Title to the equipment rests with the U.S. Forest Service, but may be transferred to Access Fund on completion of the project, if appropriate.

X. **FUNDING EQUIPMENT.** Federal funding under this agreement is not available for reimbursement of Access Fund’s purchase of equipment. Equipment is defined as having a fair market value of over $5,000 per unit and a useful life of over one year.
Y. **PROPERTY IMPROVEMENTS.** Improvements placed by Access Fund on National Forest System land at the direction or with the approval of the Forest Service become property of the United States. These improvements are subject to the same regulations and administration of the U.S. Forest Service as would other national forest improvements of a similar nature. No part of this agreement entitles Access Fund to any interest in the improvements, other than the right to use them under applicable U.S. Forest Service regulations.

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

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

**Cooperator Liability for Government Property.**

1. Unless otherwise provided for in the agreement, Access Fund 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 Access Fund 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 Access Fund’s managerial personnel. Access Fund’s managerial personnel, in this clause, means Access Fund’s directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of Access Fund’s business; all or substantially all of Access Fund’s operation at any one plant or separate location; or a separate and complete major industrial operation.

2. Access Fund shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. Access Fund 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. Access Fund 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 Grants Management Specialist, Access Fund shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of agreements of assignment in favor of the Government in obtaining recovery.

BB. **COLLABORATION.** The U.S. Forest Service and Access Fund may mutually agree to collaborate in the review of draft publications, interpretive signs, manuscripts, and other printed material and audiovisuals prior to completion. This agreement, in and of itself, does not authorize Access Fund's participation in the project.

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

DD. **TRAINING, EVALUATION, AND CERTIFICATION OF SAWYERS.**

Any of the cooperator's employees, and any participants and volunteers engaged on behalf of the cooperator and Forest Service, who will use chain saws or crosscut saws on National Forest System lands to conduct the program of work contained in this agreement must be trained, evaluated, and certified in accordance with Forest Service Manual 2358 and Forest Service Handbook 6709.11, section 22.48b. The cooperator is responsible for providing this training, evaluation, and certification, unless the Forest Service and the cooperator determine it is not in the best interest of the partnership. In these circumstances, the Forest Service, upon request and based on availability of Agency funding and personnel, may assist with developing and conducting training, evaluation, and certification of the cooperator's employees, and any volunteers and participants engaged on behalf of the cooperator and the Forest Service, who will use chain saws or cross cut saws on National Forest System lands.

EE. **U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA.** Access Fund shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.

FF. **NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL.** Access Fund 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.
"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 of 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 must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

GG. REMEDIES FOR COMPLIANCE RELATED ISSUES. If Access Fund materially fail(s) to comply with any term of the agreement, whether stated in a Federal statute or regulation, an assurance, or the agreement, the U.S. Forest Service may take one or more of the following actions:

1. Temporarily withhold cash payments pending correction of the deficiency by Access Fund or more severe enforcement action by the U.S. 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 agreement for the Access Fund’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.

HH. TERMINATION BY MUTUAL AGREEMENT. This agreement may be terminated, in whole or part, as follows:

1. When the U.S. Forest Service and Access Fund agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.

2. By 30 days written notification by Access Fund to the U.S. 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 award/agreement does not accomplish the purpose for
which the award/agreement was made, the U.S. Forest Service may terminate the
award upon 30 days written notice in its entirety.

Upon termination of an agreement, Access Fund shall not incur any new obligations
for the terminated portion of the agreement after the effective date, and shall cancel as
many outstanding obligations as possible. The U.S. Forest Service shall allow full
credit to the Access Fund for the U.S. Forest Service share of obligations that cannot
be cancelled and were properly incurred by the Access Fund up to the effective date
of the termination. Excess funds must be refunded within 60 days after the effective
date of termination.

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

JJ. DEBARMENT AND SUSPENSION. Access Fund shall immediately inform the
U.S. 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 Access Fund or any
of their principals receive a transmittal letter or other official Federal notice of
debarment or suspension, then they shall notify the U.S. Forest Service without undue
delay. This applies whether the exclusion, debarment, or suspension is voluntary or
involuntary.

KK. PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS: All
non federal government entities working on this agreement will adhere to the below
provisions found in the Consolidated Appropriations Act, 2016, Pub. L. 114-113,
relating to reporting fraud, waste and abuse to authorities:

(a) The recipient may not require its employees, contractors, or
subrecipients seeking to report fraud, waste, or abuse to sign or comply
with internal confidentiality agreements or statements prohibiting or
otherwise restricting them from lawfully reporting that waste, fraud, or
abuse to a designated investigative or law enforcement representative
of a Federal department or agency authorized to receive such
information.

(b) The recipient must notify its employees, contractors, or subrecipients
that the prohibitions and restrictions of any internal confidentiality
agreements inconsistent with paragraph (a) of this award provision are
no longer in effect.

(c) The prohibition in paragraph (a) of this award provision does not
contravene requirements applicable to any other form issued by a
Federal department or agency governing the nondisclosure of classified information.

(d) If the Government determines that the recipient is not in compliance with this award provision, it:

(1) Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and

(2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

LL. COPYRIGHTING. Access Fund is/are granted sole and exclusive right to copyright any publications developed as a result of this 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 agreement.

No original text or graphics produced and submitted by the U.S. Forest Service shall be copyrighted. The U.S. 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 sub-agreements or subcontracts.

This provision includes:
- The copyright in any work developed by Access Fund under this agreement.
- Any right of copyright to which Access Fund purchase(s) ownership with any federal contributions.

MM. PUBLICATION SALE. Access Fund may sell any publication developed as a result of this agreement. The publication may be sold at fair market value, which is initially defined in this 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 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.

NN. MODIFICATIONS. Modifications within the scope of this award/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 performed. Requests for modification should be made, in writing, at least 90 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.
OO. **COMMENCEMENT/EXPIRATION DATE.** This agreement is executed as of the date of the last signature and is effective through June 1, 2024 at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.

PP. **AUTHORIZED REPRESENTATIVES.** By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.

CHRIS WINTER, Executive Director
Access Fund

ICHIKO MARTIN, Director
U.S. Forest Service, Recreation, Heritage and Volunteer Resources

The authority and format of this agreement have been reviewed and approved for signature.

**TAWANA RANDOLPH**
Digitally signed by TAWANA RANDOLPH
Date: 2019.11.04 13:12:02 -05'00'

TAWANA RANDOLPH
U.S. Forest Service Grants Management Specialist

**Burden Statement**

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