2/15/07 Agreement #

Geochemical Reference Material (GRM) Agreement Authorized by 15 USC 3710 (a) as amended

1. Name & Address USGS Facility: USGS – Geochemical Reference Material Project (GRMP)
Box 25046, MS 964 DUNS 927033126 Denver, Colorado 80225-0046
2. Name & Address of Collaborator:
Federal Tax ID Number
DUNS # (if applicable)
4. Benefit of project work to USGS missions – GRM's are natural geologic materials that are ground, blended, split into representative sub-samples and then analyzed for their total element content. A certificate of analysis is developed which lists element concentrations and their expected variability. Because different geologic samples may have unique analytical problems, a variety of GRM's are necessary to fully test a given laboratory's ability to report reliable information. The development of GRM's ensures that federal scientists will be able to evaluate geochemical analysis for a variety of matrix types.
${\bf 5.}\ Collaborator\ please\ indicate\ how\ the\ specified\ research\ material\ assists\ your\ company,\ program\ or\ project\ work$
We are using the material for laboratory or analytical research or to calibrate analytical instruments.
We are using the material as part of our normal business operations.
Other
We certify that we are unable to find comparable quality reference material from commercial US sources.
6. Term of Agreement: Multi-year agreement from2007 to2012 Single request for assistance
7. Payments: Prices are posted on the website http://minerals.cr.usgs.gov/geo chem stand/index.html A separate Statement will be provide, describing all costs and credits for each order. Advance payment is required for all GRM's unless other arrangements have been pre- approved by the GRMP Coordinator. Payments options for foreign customers are limited to check/money order drawn on an international bank or credit card (VISA, MasterCard). Domestic customers may pay by credit card, purchase order or check/money order. All payments are to be in US dollars and the agreement number should be included on all paperwork
8. Contacts (name/address/phone/email)
USGS: Technical - Steve Wilson , Coordinator GRMP Project, (303) 236-2454, swilson@usgs.gov
Financial – Wendy Line, (303) 236-1705, FAX (303) 236-3200, <u>mwline@usgs.gov</u>
Collaborator: Technical –
Financial -

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9. Other Terms:

- a. Scientific results will be provided on a "best efforts" basis by USGS.
- b. USGS GUARANTEES THAT THE CHEMICAL COMPOSITION OF THE GRM PROVIDED IS WITHIN THE LIMITS OF UNCERTAINTY EXPRESSED THROUGH THE STANDARD DEVIATION. USGS MAKES NO OTHER WARRANTIES ABOUT THE MATERIAL IT HAS DELIVERED OR IT'S USEFULNESS FOR A PARTICULAR PURPOSE.
- c. Collaborator understands that USGS retains the right to use and retain a portion of any specialty GRM's developed by the GRMP. Release of information pertaining to the material developed will only be allowed by mutual consent
- d. This agreement may be cancelled on 30 days notice by either party. In the event that an order or the agreement is cancelled by Collaborator, it remains responsible for any costs already incurred by USGS for the work in progress. Invoices not paid within 60 days bear interest at the rate established by the US Treasury.
- e. The Technical Contacts listed herein shall jointly resolve any disputes that arise 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 CEO of Collaborator or his designee, for final resolution.
- f. In the event of a conflict between the terms of this agreement and any invoice or purchase order format used by Collaborator the terms and conditions of the Geochemical Reference Material Agreement take precedence over Collaborator's documents.

U.S. Geological Survey		Collaborator	
-	/		/
Signature	Date	Signature	Date
Title		Title	
Coordinator USGS GR	MP		
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Review by USGS Office	e of Policy and Analysis:		