



**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 Purchase agent	
Branch Chief CGGSC			

Review by USGS Office of Policy and Analysis: \_\_\_\_\_  
Mary Lou Pectol Date