This form is available electronically.

CCC-920
(07-01-03)

U.S. DEPARTMENT OF AGRICULTURE
Commodity Credit Corporation

GRASSLAND RESERVE PROGRAM CONTRACT

1. ST. & CO. CODE & C/D	2. CONTRACT NUMBER
3. ACRES FOR ENROLLMENT	4. FARM NUMBER

8A. COUNTY OFFICE ADDRESS (*Include Zip Code*):

5. TRACT NUMBER(S)

6. OFFER (*Select one*)

Contract Type	
10 Year	
15 Year	
20 Year	
30 Year	

7. CONTRACT PERIOD

FROM: *(MM-DD-YYYY)*

TO: *(MM-DD-YYYY)*

8B. TELEPHONE NUMBER (*Include Area Code*):

THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owner(s), on the farm identified above. The undersigned person or persons may hereafter collectively be referred to as "the Participant". The Participant agrees to place the designated acreage into the Grassland Reserve Program ("GRP") for the stipulated contract period from the date the Contract is executed by the CCC or other use set by CCC. The Participant also agrees to implement on such designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant and CCC agree to comply with the terms and conditions contained in this Contract, including the Appendix to this Contract, entitled Appendix to CCC-920, Grassland Reserve Program Contract (referred to as "Appendix"). Return of the Appendix and any addendum there to are incorporated into this contract by reference and are binding upon the participant. ***BY SIGNING THIS CONTRACT PRODUCERS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CCC-920; CCC-920 Appendix and any addendum thereto; and if applicable, CCC-921.***

9A. Rental Rate Per Acre $ _____

9B. Annual Contract Payment $ _____

9C. First Year Payment $ _____

10. Conservation Practices *(See Page 2 for additional space)*

A. Tract No.	B. Field No.	C. Practice No.	D. Acres	E. Total C/S

11. PARTICIPANTS

A(1). NAME AND ADDRESS (*Include Zip Code*):	(2) SHARE %	(3) SOCIAL SECURITY NUMBER:	
		(4) SIGNATURE	DATE *(MM-DD-YYYY)*
B(1).NAME AND ADDRESS (*Include Zip Code*):	(2) SHARE %	(3) SOCIAL SECURITY NUMBER:	
		(4) SIGNATURE	DATE *(MM-DD-YYYY)*
C(1). NAME AND ADDRESS (*Include Zip Code*):	(2) SHARE %	(3) SOCIAL SECURITY NUMBER:	
		(4) SIGNATURE	DATE *(MM-DD-YYYY)*

12. **CCC USE ONLY -** *Payments according to the shares are approved.*

A. SIGNATURE OF CCC REPRESENTATIVE

B. DATE *(MM-DD-YYYY)*

NOTE: *The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a). The authority for requesting the following information is the Farm Security and Rural Investment Act of 2002, (Pub. L. 107-171) . The information will be used to determine eligibility for program benefits. Furnishing the requested information is voluntary, but failure to furnish the requested information will result in a determination of ineligibility. This information may be provided to other agencies, IRS, Department of Justice, or other State and Federal law enforcement agencies, and in response to a request by a court magistrate or administrative tribunal. The provisions of criminal and civil fraud statutes, including 18 USC 286, 287, 371, 641, 651, 1001; 15 USC 714m; and 31 USC 3729, may be applicable to the information provided.* ***RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.***

The authority for collecting the following information is Pub. L. 107-171. This authority allows for the collection of information without prior OMB approval mandated by the Paperwork Reduction Act of 1995.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D. C. 20250-9410 or call (202) 720-5964 (voice or TDD). USDA is an equal opportunity provider and employer.

Continuation of Item 10 - Conservation Practices

A. TRACT NO.	B. FIELD NO.	C. PRACTICE NO.	D. ACRES	E. TOTAL C/S	CONTRACT PERIOD *(MM-DD-YYYY)*	
					F. FROM	G. TO

This form is available electronically.

CCC-920 (Appendix)
(07-08-03)

See CCC-920 for Privacy Act and Public Burden Statements.

U. S. DEPARTMENT OF AGRICULTURE
Commodity Credit Corporation

APPENDIX TO GRASSLAND RESERVE PROGRAM (GRP) – CONTRACT

The U.S. Secretary of Agriculture delegated the authority to administer GRP, on behalf of the Commodity Credit Corporation (CCC), to the Administrator, Farm Service Agency and the Chief of the Natural Resources Conservation Service. These agency leaders are Vice Presidents of the CCC. Activities described as being performed by CCC will be performed by representatives of these agencies.

1 DEFINITIONS

The following definitions are applicable to the Grassland Reserve Program contract:

A **GRP Contract** is comprised of the CCC-920, this Appendix, and any applicable conservation plan. This Contract is entered into between the CCC and the participant. This Contract sets forth the terms and conditions for participation in GRP and receipt of GRP payments.

B **Conservation Plan** means a record of the participant's decisions, and supporting information, for the conservation treatment of a unit of land or water, and includes the schedule of operations, activities, and estimated expenditures, if needed to solve identified natural resource concerns.

C **Cost Share** means the financial assistance from CCC to the participant to share the cost of installing a conservation practice through a restoration agreement.

2 AGREEMENT

A The participant agrees to place eligible land into GRP for the period specified on the CCC-920 from the date the contract is executed by CCC; and agrees to manage the land subject to this agreement for the contract period.

B Further, the participant agrees:

(1) To forego the production of crops (other than hay), fruit trees, vineyards, or any other agriculture commodity that requires breaking the soil surface; and any other activity that would disturb the surface of the land covered by the agreement.

(2) That starting any financial assistance practice before the contract is executed may result in the participant being unable to receive financial assistance for such practices. Participants may only receive financial assistance for practices initiated prior to this agreement upon the approval of the NRCS State Conservationist and when the participant is enrolled in the GRP and the practices meet NRCS standards and specifications outlined in the Field Office Technical Guide.

(3) That all conservation practices listed on the CCC-920 will be completed within the time specified in the agreement and maintained for the required practice lifespan when restoration is required. If during the construction of any practices a previously unidentified archeological or historic site(s) is discovered, the participant shall discontinue work in the general area of the site and notify USDA immediately.

(4) To comply with the terms of the attached conservation plan, including required grazing management activities. In addition, the participant agrees to control on land subject to a GRP contract, all weeds, insects, pests, and other undesirable species to the extent necessary to ensure that the establishment and maintenance of the ground cover.

(5) Not to undertake any action on land under the participant's control, which tends to defeat the purposes of the contract, as determined by CCC.

(6) To the suspension of any existing cropland base and allotment history for the land subject to this agreement, if applicable.

(7) To comply with all Federal, State, and local laws that apply to the contract, including securing any needed local, State and federal permit prior to commencing activities.

(8) To provide access to representatives of CCC to review the effectiveness of this agreement during the agreement period.

C CCC Agreement:

(1) CCC agrees to permit:

(a) The participant to continue common grazing practices, including maintenance and necessary cultural practices, on land in a manner that is consistent with maintaining the viability of grassland, forbs, and shrub species common to the local area, as determined by the NRCS State Conservationist.

(b) Haying, mowing, or harvesting for seed production, subject to the appropriate restrictions during the nesting season for birds that are in significant decline or those that are protected under Federal or State law. Appropriate restrictions will be determined by the NRCS State Conservationist.

(c) Fire rehabilitation and construction of fire breaks and fences.

(2) CCC agrees to provide technical assistance to develop with the participant, a conservation plan to address the resources of concern on eligible acreage.

(3) CCC agrees to provide annual payments in amounts in amounts, percentages, and on the anniversary date identified on the CCC-920. Payments for conservation practices will be provided upon certification by the NRCS State Conservationist.

3 PAYMENTS

A Payments for conservation practices will be made using the cost method and cost-share rate specified on the CCC-920. CCC will not make cost-share payments in excess of 90 percent of the actual or average cost of establishing the eligible practice.

B Significant increases to cost-share payments may only be made at the cost specified on the USDA cost list in effect at the time the practice is initiated and upon execution of a modification of this agreement.

C Any payment or portion thereof due any participant will be made by CCC without regard to any question of title under State law and without regard to any claim or lien which may be asserted by a creditor, except agencies of the U.S. Government. Offsets for debts owed to agencies of the U.S. government shall be made prior to making any payments to participants or their assigns.

D In order to be reimbursed for technical services approved under this agreement and performed by a certified Technical Service Provider ("TSP") hired by the participant, a participant must execute a request for payment in the form of an Application for Payment form, AD-1161. The participant must also submit to NRCS an invoice from the TSP for the work performed as well as any documentation NRCS may require in order to ensure that the technical services were carried out in accordance with NRCS requirements and specifications.

4 VIOLATIONS

Upon a violation of the terms or conditions of this agreement:

A The agreement shall remain in force; and

B CCC may require the participant to refund all or part of any payment received, with interest, as determined appropriate by CCC.

5 ERRONEOUS REPRESENTATION AND SCHEME AND DEVICE

A A participant who is determined to have erroneously represented any fact affecting a determination with respect to this GRP contract, adopted a scheme or device which tends to defeat the purposes of the contract, or made any fraudulent representation with respect to this contract will not be entitled to payments or any other benefits made in accordance with this contract and the participant must refund to CCC all payments received by such participant, plus interest as described in paragraph 5B.

B Unless CCC regulations provide otherwise, refunds determined to be due and owing to CCC will bear interest at the rate which CCC was required to pay for its borrows from the United States Treasury on the date of the disbursement by CCC of the monies to be refunded. Interest will accrue from the date of such disbursement by CCC.

C The remedies provided under paragraph A above shall be applicable in addition to any remedies under criminal and civil fraud statutes, including U.S.C. 268, 287, 371, 641, 1001; 15 U.S.C. 714m; and 31 U.S.C. 3729, or any other remedy available under law.

6 NOTIFICATION OF CHANGES TO THE TERMS AND CONDITIONS OF THIS CONTRACT

CCC agrees that, if any changes of any terms and conditions of this contract, become necessary, including changes necessary to reconcile the practices on the CCC-920 with those specified in the conservation plan, CCC will notify in writing the persons signing the CCC-920 of the proposed change and such persons will be given 30 days from the date of notification to agree to the revised terms and conditions or terminate the agreement without penalty. The participant agrees that failure to notify CCC within 30 days may constitute agreement with revised terms. Any changes to the GRP contract must be in writing.

7 TERMINATION OF CONTRACT; JOINT LIABILITY

A CCC may terminate this contract if the participant:

(1) Violates the terms and conditions of the contract; or

(2) Transfers ownership or control of the land subject to this agreement and the transferee refuses to assume the obligations with respect to the transferred acreage.

B If CCC terminates the contract, CCC may require that the participant:

(1) Refund in whole or in part, together with interest, annual rental payments and any applicable cost-share payments; and

(2) Reimburse CCC the cost and expenses associated with contract implementation, enforcement and termination of the agreement.

C If CCC determines that the nature or extent of the participant's action does not warrant termination, CCC may require the participant to accept adjustments in future payments as determined appropriate by CCC. CCC may consider a participant's failure to accept such adjustment as reason to terminate the agreement.

D All participants who sign the CCC-920 shall be jointly and severally liable for compliance with such terms and conditions.

8 CHANGES TO CONTRACT

In the event a statute is enacted or a regulation published during the period of this agreement which would materially change the terms and conditions, CCC may require the participants to elect between a modification of the contract or termination.

9 APPEAL RIGHTS

Participant(s) may appeal an adverse decision pursuant to the appeal procedures set forth at 7 CFR Parts 614, 11, and/or 780 or any successor provisions. Pending the resolution of an appeal, no payments shall be made under this agreement.

10 COMPLIANCE WITH APPLICABLE LAWS

Participant(s) agree to carry out this agreement in accordance with all applicable federal statutes and regulations.

11 EXAMINATION OF RECORDS

Participant(s) agree to give the CCC, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this agreement. Participant(s) agree to retain all records related to this agreement for a period of three years after completion of the terms of this agreement in accordance with the applicable OMB Circular.

12 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS (7 CFR 3017)

A The Participant certifies to the best of its knowledge and belief, that the participant and his or her principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(2) Have not within the three-year period preceding this agreement had a criminal conviction or civil judgment rendered against them for commission of fraud in connection with obtaining, attempting to obtain, or performing a public (federal, state or local government) contract, including violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses listed in paragraph 14A(2) of this certification; and

(4) Have not within the three-year period preceding this agreement had one or more public contracts (federal, state or local) terminated for cause or default.

B If the participant is unable to certify to any of the statements in Section A, the participant shall attach an explanation to this agreement.

13 DRUG-FREE WORKPLACE (7 CFR 3017 SUBPART F)

By signing this agreement, the Participant is providing the certification, as appropriate, set forth below. If it is later determined that the participant knowingly rendered a false certification, or otherwise violated the requirements of the Drug-Free Workplace Act, the NRCS may take action authorized under the Drug-Free Workplace Act, in addition to any other remedies available to the United States.

14 CERTIFICATION: (PARTICIPANTS(S) OTHER INDIVIDUALS)

A The Participant certifies that it will provide a drug-free workplace by:

(1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(2) Establishing an ongoing drug-free awareness program to inform employees about:

(a) The danger of drug abuse in the workplace;
(b) The participant's policy of maintaining a drug-free workplace;
(c) Any available drug counseling, rehabilitation, and employee assistance programs; and
(d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(3) Making it a requirement that each employee to be engaged in the performance of the agreement be given a copy of the statement required by paragraph 16A(1);

(4) Notifying the employee in the statement required by paragraph 16A(1) that, as a condition of employment under the agreement, the employee will—

(a) Abide by the terms of the statement; and
(b) Notify the employer in writing of his or her conviction for a violation of a criminal drug stature occurring in the workplace no later than five calendar days after such a conviction.

(5) Notifying NRCS in writing, within ten calendar days after receiving notice under paragraph 16(4)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every agreement officer or other designee on whose agreement activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected agreement;

(6) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph 16(4)(b), with respect to any employee who is so convicted—

(a) Taking appropriate personnel action, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
(b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

(7) Making a good faith effort to maintain a drug-free workplace through implementation of paragraphs (1) through (6).

B The participant may insert in the space provided below the site(s) for the performance of work done in connection with the specific agreement. Place of Performance (Street address, city, county, state, zip code):

Check _____ if there are workplaces on file that are not identified here.

15 CERTIFICATION: (FOR PARTICIPANT(S) WHO ARE INDIVIDUALS)

A The participant certifies that, as a condition of the agreement, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the agreement;

B If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any agreement activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to every agreement officer or other designee responsible for the agreement, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected agreement.

16 CERTIFICATION REGARDING LOBBYING (7 CFR 3018) (APPLICABLE IF THIS AGREEMENT EXCEEDS $100,000)

A The participant certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the participant, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The participant shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

B This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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