

**U.S. Department of Agriculture**  
Natural Resources Conservation Service (NRCS)  
On behalf of the  
Commodity Credit Corporation (CCC)

**Appendix to Form NRCS-CPA-1202**  
**Conservation Program Contract**  
**for**  
**Agricultural Conservation Easement Program - Wetland Reserve Easements**  
**(ACEP-WRE)**

The Commodity Credit Corporation (CCC) by and through the Natural Resources Conservation Service (NRCS) and the landowner(s) enter this Conservation Program Contract to assist in implementing the Agricultural Conservation Easement Program – Wetland Reserve Easements (ACEP-WRE) Wetland Restoration Plan of Operations (WRPO) for land enrolled in the Wetland Reserve Easement component of ACEP. The land may be enrolled through a permanent easement, a 30-year easement, or a 30-year contract. Nothing in this Conservation Program Contract will be construed as to limit or condition any right acquired by the United States under any associated ACEP-WRE easement or 30 year contract. For the purposes of this Contract, a landowner is defined as a person having legal ownership of eligible land. “landowner” may include all forms of collective ownership, including joint tenants, tenants in common, and life tenant and includes Tribal beneficiaries of lands held in trust by the United States.

## **1 PROGRAM ELIGIBILITY REQUIREMENTS**

**A** The landowner must complete and file Form AD-1026, “Highly Erodible Land Conservation (HELIC) and Wetland Conservation (WC) Certification,” or any successor form, and meet the requirements set forth therein, in accordance with title XII of the Food Security Act of 1985, as amended. By signing this Conservation Program Contract (“Contract”), the landowner certifies that the landowner has completed and filed Form AD-1026 and meets the eligibility requirements set forth in the Highly Erodible Land Conservation-Wetland Conservation (HELIC-WC) provisions.

**B** The landowner must meet the requirements of, complete, and file Form CCC-941, “Average Adjusted Gross Income (AGI) Certification and Consent to Disclosure of Tax Information” or any successor form. By signing this contract, the landowner certifies that the landowner has met the requirements of, completed, and filed the applicable AGI certification form at the time of enrollment. A person or legal entity will not be eligible to receive any benefit during a crop, fiscal, or program year, as appropriate, if the person or legal entity does not meet the adjusted gross income (AGI) limitations established by Section 1001D of the Food Security Act of 1985, as amended, and implemented through the regulations at 7 CFR Part 1400. The amount of any payment or benefit will be reduced by an amount that is commensurate with the direct and indirect ownership interest in the legal entity of each person or each legal entity who has income in excess of the applicable limitation specified. To assist in Regional Conservation Partnership Program (RCPP) implementation, the Chief may also waive the applicability of the adjusted

gross income (AGI) limitation in section 1001D(b)(2) of the Food Security Act of 1985 for participating landowners if the Chief determines that the waiver is necessary to fulfill RCPP objectives.

**C** The landowner must complete and file Form CCC-901, “Member’s Information,” or its equivalent, if the landowner represents a business classified as a legal entity or joint operation by USDA under 7 CFR Part 1400.

**D** The landowner must have control of the land for this contract period, subject to the rights acquired by the United States under the ACEP-WRE easement. By signing this Contract, the landowner certifies that the landowner will control the land subject to this Contract for the term of this Contract and must, upon request, provide evidence to NRCS, demonstrating that such landowner has control of the land for that period. Where applicable, NRCS will consult with the United States Department of the Interior Bureau of Indian Affairs.

**E** The landowner will not be eligible for Contract payments for any of the following: (1) practices that are required to meet HELC and WC compliance requirements found in 7 CFR Part 12; (2) practices included in maintenance agreements (with financial reimbursements for maintenance) that existed prior to participation; (3) a non-land-based structure that is not integral to a land-based practice; (4) practices that were initiated or implemented prior to Contract approval, unless a waiver was granted by the State Conservationist prior to the practice implementation; and (5) practices for which there is no cost incurred or income foregone by the landowner..

**F** The landowner is responsible for obtaining the authorities, permits, easements, or other approvals necessary for the implementation, operation, and maintenance of the conservation practices and activities in accordance with applicable laws and regulations. A landowner must comply with all laws and is responsible for all effects or actions resulting from the landowner’s performance under this Contract.

**G** If the landowner is an entity, as defined by 2 CFR Parts 25 and 170, such as an entity that files with the Internal Revenue Service (IRS) using an entity identification number (EIN), the landowner must obtain a Data Universal Numbering System (DUNS) number and maintain active registration in the System for Award Management (SAM.gov) during the life of this Contract. This requirement does not apply to an individual who is a party to this Contract as a natural person and files with the IRS using a social security number. Landowners are responsible for ensuring they are in compliance with 2 CFR Parts 25 and 170.

## **2 RESTORATION THROUGH CONSERVATION PROGRAM CONTRACT**

Execution of the NRCS-CPA-1202 form and this NRCS-CPA-1202-CPC (appendix) represents agreement by the landowner to implement the WRPO under the terms specified in this Contract.

## **3 AGREEMENT**

The landowner agrees to—

- (1) Implement the WRPO in accordance with the terms specified in this Contract on lands enrolled in the easement or 30-year contract enrollment options of ACEP-WRE for the period of time specified on Form NRCS-CPA-1202, beginning on the date this Contract is executed by NRCS;
- (2) Not start any financially assisted practice or activity or engage the reimbursable services of a certified technical service provider (TSP) before this contract and any applicable easement or 30-year contract documents are executed by NRCS, unless a waiver is approved in writing by the NRCS State Conservationist (STC) or designee. The landowner may request, in writing, a waiver of this requirement for financially assisted practices;
- (3) Secure funding for the desired services of a TSP through contract development or contract modification with NRCS before engaging the services of a TSP;
- (4) Apply or commence a financially assisted practice within the first 12 months from the date this Contract is signed by NRCS;
- (5) Complete all practices within 3 years of the date this Contract is signed or the easement is recorded or 30-year contract is executed, whichever is later, unless extended by mutual agreement between the landowner and NRCS;
- (6) Establish or implement, to NRCS standards and specifications, conservation practices or activities described in this Contract and the WRPO, as scheduled, to operate and maintain these practices or activities for the intended purpose and lifespan identified in this contract and the WRPO, and to comply with the terms and conditions of this Contract and all applicable Federal, State, Tribal, and local laws. In cases where the land is transferred to new ownership during the contract period, the landowner must also ensure that these responsibilities are transferred to subsequent owners;
- (7) Notify NRCS within 60 days of the transfer of interest to an eligible transferee who accepts the Contract's terms and conditions by completing the transfer agreement, Form NRCS-CPA-152, or the Contract will be terminated;
- (8) Share responsibility for ensuring that Form NRCS-CPA-1155, "Conservation Plan or Schedule of Operations," is accurate and complete. NRCS has no authority to compensate landowners for practices and/or activities that are not in the Contract at the time of obligation;
- (9) Not undertake any action on land under the landowner's control that tends to defeat the purposes of the WRE, as determined by NRCS;
- (10) Discontinue work or practice implementation and notify NRCS immediately if, during the construction of any practice, a previously unknown or unidentified endangered species, archeological, or historical site is encountered;

(11) Provide receipts, as necessary, as proof of payments, and to maintain proof of payment documentation for three (3) years after the end of the Federal fiscal year in which the practice or activity was completed, and to present this documentation to NRCS within 30 days, if selected for an administrative compliance check;

(12) Allow access to the land under Contract to the NRCS representative or their agent, including technical service providers (TSPs) representing NRCS, for monitoring progress on this Contract; and

(13) Supply records and information, as required by NRCS, to determine compliance with the Contract and requirements of the program within 30 days of request. The following items apply:

(i) Payments received in excess of these limits are improper payments and subject to immediate refund.

(ii) Split payments are not allowed. Payment requests will only be for satisfactorily completed and fully functional practices.

(iii) Certification of satisfactorily completed practices will not be delayed or postponed to circumvent annual payment limitations.

#### **4 CONSERVATION PLAN**

By signing the Contract, the landowner agrees—

(1) That Form NRCS-CPA-1155, “Conservation Plan or Schedule of Operations,” is hereby incorporated as a part of the Contract; and

(2) To implement and maintain the practices and activities, as identified and scheduled on Form NRCS-CPA-1155 and in compliance with Paragraph 6 of this appendix, “Operation and Maintenance of Conservation Practices.”

#### **5 PAYMENTS**

**A** Subject to the availability of funds, NRCS will make payments at the rate and applied amount specified in this contract after NRCS determines that an eligible conservation practice or activity has been established in compliance with the conservation plan and in accordance with appropriate standards and specifications. In order to receive payments, the landowner, upon technical certification of the completed practice or activity, must execute and file with NRCS a Form NRCS-CPA-1245, “Practice Approval and Payment Application,” along with any receipts or invoices, as necessary. Except for reasons beyond the control of the landowner, failure of the landowner to report completion of practices or activities on Form NRCS-CPA-1245 during the contract period of performance will result in forfeiture of all rights to payment under this Contract.

**B** Payments will be issued based on the actual cost of the practice, as installed, not to exceed the amount identified on Form NRCS-CPA-1155, "Plan and Schedule of Operations," and Form NRCS-CPA-1156, "Revision of Plan and Schedule of Operations or Modification of a Contract." Subject to the availability of funds, payments for a practice implemented in accordance with NRCS standards and specifications that exceeds the identified amount may be eligible for payment if approved by NRCS and reflected in a properly executed Form NRCS-CPA-1156, "Revision of Plan and Schedule of Operations or Modification of a Contract."

**C** In order to be reimbursed for technical services approved under this agreement and performed by a certified TSP hired by the landowner, a landowner must execute a request for payment on Form NRCS-CPA-1245. The landowner must also submit to NRCS an invoice from the TSP for the work performed, as well as any documentation NRCS may require to ensure that the technical services were carried out in accordance with NRCS requirements. The landowner is responsible for ensuring that the technical services obtained from a TSP hired by the landowner meet program requirements. NRCS will not reimburse the landowner if the technical services provided by the TSP do not meet the program requirements. If NRCS terminates this Contract, as provided under paragraph 11 of this appendix, NRCS may seek refund of any TSP payments made to the landowner.

**D** All payments received as part of a Contract are reported to the United States Internal Revenue Service (IRS). For information related to tax liabilities, it is recommended that the landowner consult with a tax accountant or refer to IRS publication 225, "Farmers Tax Guide" or successor IRS publications.

**E** Payments will only be issued for practices or activities that are completed within the contract period of performance and meet or exceed the practice standards described in the NRCS Field Office Technical Guide.

**F** Collection of amounts due from a landowner for improper payment or any other reason will follow procedures of 7 CFR Part 1403. NRCS will notify the landowner and provide the reason for the collection and the amount owed. Unpaid debts accrue interest due to the NRCS beginning 30 days after the billing date at the current value of funds rate published in the *Federal Register* by the United States Department of Treasury.

**G** Any landowner that will receive any share of a payment made for the implementation of this Contract must be a signatory on the Contract and eligible for such payment. Any landowner on the Contract may approve payment applications for the Contract unless signature authority is specifically not granted or assigned on the Contract for NRCS-CPA-1202 or NRCS-CPA-152.

**H** Any payment that has or will be received through another USDA program or from other sources must be disclosed to the NRCS approving official at the time a payment application, NRCS-CPA-1245, is submitted. NRCS may reduce payments to account for the funds received from other sources in accordance with program requirements.

**I** If a landowner receiving a Contract payment is indebted to another Federal agency and the outstanding debt has been referred to the Treasury Offset Payment System, the Contract payment due to the landowner will be reduced by Treasury for the amount owed the U.S. Government.

Though the landowner will not be notified by NRCS that a payment offset has occurred, NRCS records will reflect full Contract payment to the landowner.

**J** Contract payments will not be delayed for practices completed while in non-compliance with the HELC-WC provisions or for the purpose of circumventing the payment eligibility requirements as set forth in 7 CFR Part 12.

## **6 OPERATION AND MAINTENANCE OF CONSERVATION PRACTICES (Operation and Maintenance Agreement)**

The landowner may agree to operate and maintain all conservation practices included within this Contract for the practice lifespan as listed on Form NRCS-CPA-1155, "Conservation Plan or Schedule of Operations," and any subsequent practices resulting from revisions on Form NRCS-CPA-1156, "Revision of Plan/Schedule of Operations or Modification of a Contract." As land subject to a WRE easement or 30-year contract for land use on non-trust Tribal lands, any landowner O&M actions are subject to a determination by NRCS that such use is a compatible use authorized under part IV of the WRE Warranty Easement Deed or part IX of the WRE Contract for 30-Year Land Use respectively, and will be documented accordingly through a Compatible Use Authorization (CUA).

Practices on the easement area are to be operated and maintained for the practice NRCS-CPA-1155, as identified in the WRPO or any conservation, management or O&M plans, practice requirements, or job sheets.

**A** The term "operation and maintenance" (O&M) as used in the Contract will collectively include:

- (1) **Operation:** The administration, management, and performance of nonmaintenance activities necessary to keep a practice safe and functioning as planned;
- (2) **Maintenance:** The recurring activities necessary to retain or restore a practice in a safe and functioning condition, including, but not limited to, the management of vegetation, the repair or replacement of failed components or conservation practices, the prevention or treatment of deterioration to the practice, and the repair of damages caused by vandalism or negligence, but excluding damage caused by a local, State, or nationally recognized natural disaster;
- (3) **Repair:** The actions to return a deteriorated, damaged, abandoned, or failed practice and/or component to an acceptable and functional condition; and
- (4) **Replacement:** The removal of a practice or component and installation of a similar, functional practice or component.

**B** If the landowner assumes responsibility for the O&M activities and acknowledges that these O&M activities may require unreimbursed labor, funds, and management to ensure that the appropriate program purposes are met.

**C** In general O&M responsibilities begin when the practice installation is completed, as determined by NRCS, and will continue through the end of the practice lifespan.

**D** The practice lifespan is the time period in which the conservation practices are to be used and maintained for their intended purposes, as defined by NRCS technical references and documented on either the NRCS-CPA-1155, NRCS-CPA-1156, the Wetland Reserve Easement Plan of Operations (WRPO), or any conservation, management or O&M plans, practice requirements, or job sheets.

**E** Specific O&M requirements for conservation practices covered within this Contract are defined in the conservation practice standard and are documented within the WRPO, conservation plan narrative, contract provision, or job sheet, and are incorporated into a Compatible Use Authorization (CUA) and subject to its terms. NRCS reserves the right to revoke a compatible use authorization at any time in accordance with the CUA's terms.

## **7 PROVISIONS RELATING TO TENANTS AND LANDLORDS**

No payment will be approved for the current year if NRCS determines that any of the following conditions exist:

(1) The landowner or operator has not given the tenants that have an interest in land with a lease that runs through the contract term at the time of signup and that has not been properly ended or modified, and would interfere with the landowner's ability to implement the WRPO or the terms of this Contract.

(2) The landowner has adopted any other scheme or device for the purpose of depriving any tenant of any benefits to which such tenant would otherwise be entitled. If any such conditions occur or are discovered after payments have been made, all or any part of the payments, as determined by NRCS, must be refunded according to paragraph 5F of this appendix, and no further payments will be made.

## **8 MISREPRESENTATION AND SCHEME OR DEVICE**

**A** A landowner who is determined to have erroneously represented any fact affecting a determination with respect to this Contract, adopted any scheme or device which tends to defeat the purposes of this Contract, or made any fraudulent representation with respect to this Contract, will not be entitled to payments or any other benefits made under this Contract. The landowner must refund to NRCS all payments received plus interest. In addition, NRCS may terminate the landowner's interest in all conservation program contracts.

**B** NRCS will charge interest on monies it determines to be due and owing to NRCS under this Contract. Under debt collection procedures, unpaid bills accrue interest beginning 30 days after the billing date. The interest rate will be determined using the current value of funds rate, published annually in the *Federal Register* by the United States Department of Treasury.

**C** The provisions of paragraph 8A of this appendix will be applicable in addition to any other criminal and civil fraud statutes.

## **9 CHANGES TO TERMS AND CONDITIONS OF THIS CONTRACT**

**A** NRCS may unilaterally cancel this Contract when the implemented practice would cause adverse impacts to significant cultural and/or environmental resources without mitigation action unless NRCS and the landowner modify this Contract to address such impacts.

**B** The landowner and NRCS may modify this Contract by mutual agreement when—

- (1) Both the landowner and the appropriate approving authority (STC or designated conservationist) agree to this modification;
- (2) At the request of the landowner, and upon approval of NRCS, the modification is consistent with the purposes of the program; and
- (3) A transfer of this Contract occurs, provided that NRCS approval is obtained, and an eligible transferee accepts all terms and responsibilities under this Contract, including operation and maintenance of practices already installed or to be installed.

**C** All modifications that require NRCS approval must be approved in writing by the authorized NRCS official and the landowner or an individual granted signature authority through a valid power of attorney filed in the local service center. Any landowner on the Contract may approve modifications for the Contract on behalf of all landowners unless such signature authority is specifically denied on the NRCS-CPA-1202.

## **10 CORRECTIONS**

NRCS reserves the right to correct all errors in entering data or the results of computations in this Contract. If the landowner does not agree to such corrections, NRCS will terminate the Contract.

## **11 CONTRACT TERMINATION**

**A** If a landowner fails to carry out the terms and conditions of this Contract, NRCS may terminate this Contract. NRCS may require the landowner to refund payments received under this Contract, or require the landowner to accept such adjustments in subsequent payments as are determined to be appropriate by NRCS. Refunds will be subject to the provisions in paragraph 5F of this Appendix.

**B** The NRCS may terminate this Contract, in whole or in part, without liability, if NRCS determines that continued operation of this Contract will result in the violation of a Federal statute or regulation, or if NRCS determines that termination would be in the public interest.

**C** The Contract terminates upon death of the landowner unless the landowner appointed an Executor or other Estate Representative to act on the landowner's behalf and such Executor or Estate Representative transfers the Contract to an eligible person or legal entity within 60 days of the landowner's death and such transfer is approved by NRCS.

**D** Nothing in this contract will be construed as to limit or condition any right acquired by the United States under any associated ACEP-WRE easement. NRCS retains the right to terminate this Contract, in whole or in part, if at any time, the NRCS determines that certain practices or activities do not further the protection and enhancement objectives of the easement area. Upon termination, the participant must not incur any new obligations for the terminated portion of the

contract after the effective date, and must cancel as many outstanding obligations as possible. NRCS, however, will allow full credit to the landowner for the non-cancellable obligations properly incurred by the landowner prior to termination.

## **12 RECOVERY OF COST**

**A** The parties agree that NRCS will incur substantial costs in administering this contract. The parties further agree that in the event a landowner violates the terms of this Contract, the landowner voluntarily terminates this Contract before any contractual payments have been made, or this Contract is terminated with cause by NRCS, the NRCS is entitled to be reimbursed for these costs.

**B** The landowner may be required by the NRCS to refund all or a portion of any assistance earned under the program if the landowner sells or loses control of the land under this Contract and the new owner or transferee refuses to assume responsibility under the Contract.

## **13 PERIOD OF PERFORMANCE**

This Contract is effective when signed by the landowner and an authorized representative of NRCS. The period of performance shall be indicated on the NRCS-CPA-1202 or NRCS-CPA-1156. Except as otherwise provided for herein, this Contract may not be terminated or modified unless by mutual agreement between the parties. Within the dates established by NRCS, this Contract must be signed by all required landowners. In the event that a statute is enacted during the period of this Contract which would materially change the terms and conditions of this Contract, the NRCS may require the landowner to elect between modifying this Contract consistent with the provisions of such statute or Contract termination.

## **14 GENERAL TERMS**

**A** The regulations in 7 CFR Part 1468 for ACEP-WRE are incorporated, by reference, herein. In the event of a conflict between those regulations and the terms of this appendix, the provisions of the regulations will prevail.

**B** This Contract must be carried out in accordance with all applicable Federal statutes and regulations. Any ambiguities in this Contract and questions as to the validity of any of its specific provisions will be resolved in favor of NRCS so as to give maximum effect to the conservation purposes of this Contract.

**C** NRCS is administering this Contract on behalf of CCC. Therefore, where this Contract refers to "NRCS," NRCS is acting on CCC's behalf for the purposes of administering this Contract. When the term "landowner" is used in this Contract, it will be construed to mean all landowners signing this contract.

**D** Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions (7 CFR Part 3017 or 2 CFR Part 417 and 2 CFR Part 180, as applicable)

(1) The landowner certifies that, to the best of the landowner's knowledge and belief, the landowner and his or her principals;

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

(b) Have not had, within the 3-year period preceding this agreement, 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;

(c) 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 set forth above in paragraph 14D(1)(b) of this certification; and

(d) Have not within the 3-year period preceding this agreement had one or more public contracts (Federal, State, or local) terminated for cause or default.

(2) If the landowner is unable to certify to any of the statements set forth in paragraph 14D(1), the landowner must attach an explanation to this agreement. The landowner must notify NRCS immediately if the circumstances supporting certification of any of such statements change or the landowner may incur additional liability or penalties in accordance with applicable law.

**E** This contract is a financial assistance agreement, not a procurement contract. As such, it is **not subject to 5 CFR Part 1315, Prompt Payment Act**, and is governed by the terms set forth herein.

**F** The term "Contract," as used in this appendix, means the program documents, including the WRPO, the Conservation Program Contract, Form NRCS-CPA-1202, along with the conservation plan schedule of operations, Form NRCS-CPA-1155; Form NRCS-CPA-1156, "Revision of Plan/Schedule of Operations or Modification of a Contract"; and Form NRCS-CPA-152, "Transfer Agreement," for the transferees. Such contract must set forth the terms and conditions for conservation program participation and receipt of conservation program payments.

**G** The term "socially disadvantaged" means an entity or individual who is a member of a socially disadvantaged group. For an entity, at least 50 percent ownership in the business must be held by socially disadvantaged individuals. A socially disadvantaged group is a group whose members have been subject to racial or ethnic prejudice because of their identity as members of a group without regard to their individual qualities. These groups consist of American Indians or Alaskan Natives, Asians, Blacks or African Americans, Native Hawaiians or other Pacific Islanders, and Hispanics. **Note:** Gender alone is not a covered group for the purposes of NRCS conservation programs. The term entities reflects a broad interpretation to include partnerships, couples, legal entities, etc.

**H** "Indian Tribe" means any Indian Tribe, band, nation, pueblo, or other organized group or community, including any Alaska Native village or regional or village corporation, as defined in

or established pursuant to the Alaska Native Claims Settlement Act (43 U.S.C. 1601 et seq.) that is recognized as eligible for special programs and services provided by the United States to Indians because of their status as Indians.

**Note:** Indian Tribes recognized as eligible to receive services by the United States Bureau of Indian Affairs is available through the United States Bureau of Indian Affairs.

**I** A limited-resource farmer or rancher is a landowner with direct or indirect gross farm sales not more than the current indexed value in each of the previous 2 years and who has a total household income at or below the national poverty level for a family of 4 or less than 50 percent of county median household income in each of the previous 2 years.

A legal entity or joint operation can be a limited-resource farmer or rancher only if all individual members independently qualify. A Self-Determination Tool is available to the public and may be completed online or printed in hardcopy at <http://www.lrftool.sc.egov.usda.gov/>. Landowners who self-certify eligibility as a limited-resource farmer or rancher may be requested to provide records to justify their claim. The landowner is responsible for providing accurate data. False certifications are subject to criminal and civil fraud statutes.

**J** A beginning farmer or rancher is a landowner who has not operated a farm or ranch or who has operated a farm or ranch for not more than 10 consecutive years. This requirement applies to all members of a legal entity, all of whom must materially and substantially participate in the operation of the farm or ranch.

In the case of a contract with an individual, individually or with the immediate family, material and substantial participation requires that the individual provide substantial day-to-day labor and management of the farm or ranch, consistent with the practices in the county or State where the farm is located.

In the case of a contract made with a legal entity, all members must materially and substantially participate in the operation of the farm or ranch. Material and substantial participation requires that the members provide some amount of the management or labor necessary for day-to-day activities, such that if the members did not provide these inputs, operation of the farm or ranch would be seriously impaired.

Landowners who self-certify eligibility as a beginning farmer or rancher may be requested to provide records to justify their claim. The landowner is responsible for providing accurate data. False certifications are subject to criminal and civil fraud statutes.

## **15 RIGHTS TO APPEAL AND REQUEST EQUITABLE RELIEF**

**A** The landowner may appeal an adverse decision under this Contract, in accordance with the appeal procedures set forth in 7 CFR Part 11, Subpart A, and Part 614. Pending the resolution of an appeal, no payments will be made under this agreement. Before a landowner seeks judicial review, the landowner must exhaust all appeal rights granted within these regulations.

**B** The landowner may also request equitable relief, as provided under 7 U.S.C. Section 7996 and 7 CFR Part 635, with the requirements of that provision.

## **16 EXAMINATION OF RECORDS**

**A** The landowner agrees to give the NRCS, the Office of the Inspector General, or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this Contract. The landowner agrees to retain all records related to this agreement for a period of three (3) years after completion of the terms of this agreement, in accordance with the applicable Office of Management and Budget circular.

**B** The landowner authorizes NRCS to obtain tax data from the Internal Revenue Service (IRS) for Adjusted Gross Income compliance verification purposes. The landowner will take all necessary actions required by the terms and conditions of the IRS disclosure laws so that NRCS can obtain such data.

## **17 DRUG-FREE WORKPLACE (2 CFR Part 182 and 2 CFR Part 421)**

By signing this Contract, the landowner certifies that the landowner will comply with the requirements of 2 CFR Part 182 and 2 CFR Part 421. If it is later determined that the landowner knowingly rendered a false certification or otherwise violated the requirements of the Drug-Free Workplace Act (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.; CCC, in addition to any other remedies available to CCC under this contract or in general to the United States, may take action authorized under the Drug-Free Workplace Act.

## **18 CERTIFICATION REGARDING LOBBYING (7 CFR Part 3018) (applicable if this agreement exceeds \$100,000)**

The landowner certifies, to the best of the landowner's knowledge and belief, that—

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the landowner, 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 awarding 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 will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

(3) The landowner will 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 will certify and disclose accordingly.

**19 CERTIFICATION AND ASSURANCES REGARDING COMPLIANCE WITH PROVISIONS APPLICABLE TO FINANCIAL ASSISTANCE (see generally 2 CFR Part 200 “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal Awards”)**

**A** As a condition of this Contract, the landowner certifies and assures that he or she is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive orders, and other generally applicable requirements, including those set out in 2 CFR part 200, applicable to non-profit institutions, which are hereby incorporated into this Contract by reference, and such other regulatory and statutory provisions as are specifically set forth herein.

**B** The following landowners, by entering their signatures, acknowledge receipt of this Form NRCS-CPA-1202-CPC (Appendix) and agree to its terms and conditions thereof. Further, if the undersigned are succeeding to an existing Contract, the undersigned agree and certify that no agreement exists or will be entered into between the undersigned, the previous owner and operator of the property, or mortgage holder that would maintain or create an interest in the property for any previous landowner on this Contract for that property, or to receive payments under the contracts.

**20 CERTIFICATION AND ASSURANCES REGARDING COMPLIANCE WITH PROVISIONS APPLICABLE TO REQUIREMENTS FOR FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT IMPLEMENTATION (see 2 CFR Part 25 and 2 CFR Part 170) (applicable if this agreement exceeds \$25,000)**

**A** As a condition of this Contract, the landowner certifies and assures that he or she is in compliance with and will comply in the course of the agreement with all requirements for applicants other than individuals, with some specific exceptions, to have Dun and Bradstreet Data Universal Numbering System (DUNS) numbers and maintain current registrations in the Central Contractor Registration (CCR) database, as set out in appendix A to part 25 or any successor Federal contractor registration database.

**B** As a condition of this Contract, the landowner certifies and assures that he or she is in compliance with and will comply in the course of the agreement with all requirements for applicants other than individuals, with some exceptions, to report first-tier subawards to an entity and executive salary compensation, as set out in appendix A to part 170.

The following landowners, by entering their signatures, acknowledge receipt of this Form NRCS-CPA-1202-CPC (Appendix) and agree to its terms and conditions thereof. Further, if the undersigned are succeeding to an existing Contract, the undersigned agree and certify that no agreement exists or will be entered into between the undersigned, the previous owner and operator of the property, or mortgage holder that would maintain or create an interest in the property for any previous landowner on this Contract for that property, or to receive payments under the contracts.

\_\_\_\_\_ Date \_\_\_\_\_

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USDA

Office of the Assistant Secretary for Civil Rights

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Washington, DC 20250-9410,

Or call toll free at (866) 632-9992 (voice) to obtain additional information, the appropriate office or to request documents. Individuals who are deaf, hard of hearing, or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339 or (800) 845-6136 (in Spanish). USDA is an equal opportunity provider, employer, and lender.

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