



## Partnership Agreements

Partnership Agreements

Number: 10.699

Agency: Department of Agriculture

Office: Forest Service

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### PROGRAM INFORMATION

#### Authorization (040):

Cooperative Funds and Deposits Act of December 12, 1975, Public Law 94-148, 16 U.S.C 565a1 – a3; Interior and Related Appropriations Act of 1992 (Challenge Cost-Share Authority) , Public Law 102-154; Federal Technology Transfer Act of 1986, Public Law 96-480, 15 U.S.C 3710a; National Agricultural Research, Extension, and Teaching Policy Act of 1977, Public Law 95-113, 7 U.S.C 3318 - 3319a; Wyden Amendment , Public Law 105-277, Sec 323, 16 U.S.C 565a-1; Public Land Corps Healthy Forests Restoration Act of 2005, Public Law 109-154, 16 U.S.C 1701.

#### Objectives (050):

To increase participation by partners in all authorized Forest Service programs and activities.

#### Types of Assistance (060):

Direct Payments for Specified Use (Cooperative Agreements)

#### Uses and Use Restrictions (070):

Partnership agreements and cooperative agreements are entered into in support of the U.S. Forest Service's mission. The U.S. Forest Service's mission is to sustain the health, diversity, and productivity of the nation's forests and grasslands to meet the needs of present and future generations. The agency manages 193 million acres of public land, provides assistance to state and private landowners, and maintains the largest forestry research organization in the world.

The U.S. Forest Service may approach or be approached by a potential partner to enter into a partnership agreement that results in a joint accomplishment of work benefiting both organizations. The principal purpose of partner agreements is the creation of partnerships in support of projects of mutual interest and mutual benefit to each party. Partnership agreements are considered non-assistance agreements and are not considered grants or cooperative agreements as those terms are used in the Federal Grants and Cooperative Agreements Act, 31 U.S.C. 6301 et seq.

The principal purpose of partner agreements is the creation of partnerships in support of projects of mutual interest and mutual benefit to each party. Mutual interest exists when both parties benefit in the same qualitative way from the objectives of the agreement. If one party independently has an interest in a project that is shared by the other party, and both parties pool resources to obtain the end result of the project, mutual interest exists. Most of authorities requires a mutual interest agreement.

#### Eligibility Requirements (080)

##### Applicant Eligibility (081):

The Forest Service partners with non-profits; for-profit; institutions of higher education; federal, state, local, and Native American tribe governments; individuals; foreign governments and organizations.

**Beneficiary Eligibility (082):**

The Forest Service has partnership authorities to enter into agreements and cooperative arrangements with willing members of the public, which include but are not limited to, for profit; non-profits; institutions of higher education; federal, state, local, and Native American tribe governments; foreign governments and organizations.

**Credentials/Documentation (083):**

The partner must maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site (currently at <https://www.sam.gov>).

Also, the partner must 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 the partner or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary. This program is excluded from coverage under 2 CFR 200, Subpart E - Cost Principles.

**Application and Award Process (090)****Preapplication Coordination (091):**

The U.S. Forest Service may approach or be approached by a potential partner to enter into a partnership or cooperative agreement. Any party may initiate discussions to enter into an agreement. Environmental impact information is not required for this program. This program is excluded from coverage under E.O. 12372.

**Application Procedures (092):**

This program is excluded from coverage under 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. A partnership agreement is not considered a procurement contract under the Federal Acquisition Regulations (FAR) or a grant as that term is used in the Federal Grants and Cooperative Agreements Act, 31 U.S.C. 6301 et seq. Partnership agreements do not incorporate 2 CFR Part 200 into the terms of the agreement. A partnership agreement is a mutually binding legal relationship between two or more parties creating obligations that are enforceable or otherwise recognizable at law.

Partnership agreements do not require competition as the partner is required to provide a contribution or match to the agreement. Contributions are necessary to meet the intent and requirements of mutual interest mutual benefit partnership as stated in the authorizing authority provided to the U.S. Forest Service by Congress. Contributions from either party may include cash, services, in-kind contributions, donation of equipment, volunteer labor, and so forth.

**Award Procedure (093):**

Partnership agreements and their supporting documentation are both negotiated and drafted in collaboration with prospective partners prior to entering into an agreement. Discussions cover at a minimum, the appropriate statutory authority; a description of the project, including methodology and technical specifications; contributions and the responsibilities of the parties; financial plan; the period of performance; monitoring and accomplishments reporting. Regardless of who initiates discussions, all elements of a project are subject to negotiation. Any party may terminate the agreement at any time.

Except for provisions necessary for legal compliance, all elements of a partnership agreement are subject to negotiation and modification. Both parties are expected to negotiate, resolve, and document differences in cost and/or proposed work in writing. Any party may terminate the agreement at any time. None of the parties should

perform work outside the scope of the existing instrument or in excess of the funding prior to the execution of a modification.

**Deadlines (094):**

Contact the headquarters or regional office, as appropriate, for application deadlines.

**Range of Approval/Disapproval Time (095):**

Modification and extensions of agreements are subject to project requirements and available resources.

**Appeals (096):**

Not Applicable.

**Renewals (097):**

Not Applicable.

**Assistance Consideration (100)****Formula and Matching Requirements (101):**

Statutory formulas are not applicable to this program.

**Matching Requirements:** For partnership agreements, the partner's contribution should not be less than 20 percent. The partner may satisfy the matching requirement by providing cash, real or personal property, services, and/or in-kind contributions, such as volunteer labor. The only exception to the matching requirement is for agreements that take place primarily outside of National Forest System lands that cite the Wyden Authority. Contributions on these agreements are negotiable and may require competition.

There is no matching requirement for Forest Service Research & Development's Cost-Reimbursable Agreements. MOE requirements are not applicable to this program.

**Length and Time Phasing of Assistance (102):**

Partnership Agreements may last up to a maximum of 5 years. See the following for information on how assistance is awarded/released: Payment is generally made on a reimbursement basis. Cash advances are limited to agreements citing P.L. 94-148. Cooperator cash advances are limited to the minimum amount needed to perform anticipated activities or no more than is needed for a 30-day period, whichever is less.

**Post Assistance Requirements (110)****Reports (111):**

Agreements require performance reports. Frequency and level of detail are based on the type or complexity of the project. At a minimum, performance reports are submitted at least annually. Cash reports are not applicable. Progress reports are not applicable. Expenditure reports are not applicable. Performance monitoring is not applicable.

**Audits (112):**

No audits are required for this program.

**Records (113):**

Retain all records pertinent to this agreement for a period of no less than 3 years from the expiration or termination date. Records include books, documents, accounting procedures and practice, and other data, regardless of the type or format.

**Financial Information (120)****Account Identification (121):**

12-1104-0-1-302 - Forest and Rangeland Research; 12-1105-0-1-302 - State and Private Forestry; 12-1115-0-1-302 - Wildland Fire Management; 12-1103-0-1-302 - Capital Improvement and Maintenance; 12-1106-0-1-302 - National Forest System.

**Obligations (122):**

(Direct Payments for Specified Use) FY 15 \$189,600,000; FY 16 Estimate Not Available; and FY 17 Estimate Not Available

**Range and Average of Financial Assistance (123):**

No Data Available.

**Program Accomplishments (130):**

Not Applicable.

**Regulations, Guidelines, and Literature (140):**

Not Applicable.

**Information Contacts (150)****Regional or Local Office (151) :**

See Regional Agency Offices. U.S. Forest Service Regional Partnership websites may be found at the following link <http://www.fs.usda.gov/prc>.

**Headquarters Office (152):**

Jacqueline Emanuel 1400 Independence Ave, SW Mailstop 1138, Washington, District of Columbia 20250 Email: [jemanuel@fs.fed.us](mailto:jemanuel@fs.fed.us) Phone: 202-205-2254

**Website Address (153):**

<http://www.fs.fed.us/working-with-us/partnerships>

**Related Programs (160):**

Not Applicable.

**Examples of Funded Projects (170):**

Not Applicable.

**Criteria for Selecting Proposals (180):**

Not Applicable.

MASTER JOINT VENTURE AGREEMENT 12-JV-11242300-127

GREAT LAKES NORTHERN FOREST  
COOPERATIVE ECOSYSTEM STUDIES UNIT (CESU)

TASK AGREEMENT  
BETWEEN

AND THE  
UNITED STATES DEPARTMENT OF AGRICULTURE, FOREST SERVICE  
NORTHERN RESEARCH STATION

This Task Agreement is hereby made and entered into by and between the [redacted], hereinafter referred to as the Cooperator, and the United States Department of Agriculture Forest Service, Northern Research Station hereinafter referred to as the Forest Service, as specified under the provisions of Master Agreement 12-JV-11242300-127.

Project Title: [redacted]

I. GENERAL PROJECT DESCRIPTION: (See the Master Joint Venture Agreement for all the General Provisions and to ensure the project supports the objectives of the Cooperative Ecosystem Studies Unit).

[redacted]

II. STATEMENT OF MUTUAL BENEFIT AND INTEREST FOR THIS PROJECT:

- A. The Forest Service's interest in this task agreement is [redacted]
- B. The Cooperator's interest in this task agreement is [redacted]
- C. The Forest Service's and the Cooperator's mutual benefit and interest are [redacted]

III. RESPONSIBILITIES:

A. The Cooperator shall:

- 1. PROGRAM PERFORMANCE REPORTS: The Cooperator shall monitor the performance of the Task Agreement activities to ensure that performance goals are being achieved.

Performance reports must contain information on the following:

- 1. 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 may be required if that information is useful.

Commented [J1]: Select the Master CESU Number

- 1. Great Lakes CESU 12-JV-11242300-127
- 2. Chesapeake Watershed CESU 16-JV-11242306-140
- 3. Great Rivers CESU 13-JV-11242311-071

Commented [J2]: Select from the Drop down the CESU you are using. Great Lakes, Chesapeake Watershed, or Great Rivers.

Commented [J3]: G&A Specialist inputs new Sub-Agreement Number

Commented [F4]: Insert Cooperator's Legal Name ensuring the partner is part of the CESU cited above.

Commented [MHerbert5]: Insert Cooperator's Legal Name

Commented [J6]: Select the Master CESU Number

- 1. Great Lakes CESU 12-JV-11242300-127
- 2. Chesapeake Watershed CESU 16-JV-11242306-140
- 3. Great Rivers CESU 13-JV-11242311-071

Commented [J7]: Insert Project Title consistent with I-Web and Statement of Work

Commented [J8]: Synopsis of the Project that will be used by the CESU managing unit for their Website.

Commented [J9]: In all Joint Venture (JV), Agreements, the Forest Service and the cooperator(s) shall share mutual interests and benefit in the same qualitative way from the objective of the agreement. For example, a cost-sharing agreement exists when the Forest Service and the cooperator(s) share a mandate for wildlife habitat improvement, and both parties contribute significant resources to accomplish a wildlife habitat enhancement project on land under Forest Service jurisdiction. Both the Forest Service and the cooperator leverage their resources to complete a project to accomplish their missions.

Commented [J10]: State the NRS interest in this Task Agreement and how it relates to our mission.

2. Reason(s) for delay if established goals were not met.
3. Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

The Cooperator shall submit annual performance reports to the Forest Service Program Manager. These reports are due 90 days after the reporting period. The final performance report must be submitted either with the Cooperator's final payment request, or separately, but not later than 90 days from the expiration date of this Task Agreement.

The reporting period ends December 31, so annual progress reports are due by March 31. The Final progress report is due 90 days from the final expiration date. The Cooperator should submit progress reports on the Forest Service Form 1500-23, Optional Project Performance Report, Attachment 1.

2. **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 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement the Cooperator 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 the Cooperator fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds the Cooperator has expended in violation of sections 433 and 434.
3. **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

**Commented [J13]:** Select from the drop down.

(quarterly, semi-annual, or annual)

**Commented [J14]:** Select from the drop down.

Use 90 if you have annual selected above.

Else, use 30

**Commented [A15]:** This provision is mandatory for use in all funded and non-funded agreements entered into with an entity that is a corporation. **If** the entity is not a corporation, you do not need to include this provision. A corporation is any entity, for-profit or non-profit, that has filed articles of incorporation in one of fifty states, the District of Columbia, or the various territories of the United States.

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.

4. PURCHASE OF EQUIPMENT. U.S. Forest Service funds may be used by the Cooperator to purchase equipment necessary to accomplish activities described in this Task 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 the Cooperator on completion of the project, if appropriate.

**Commented [A16]:** Optional **IF** the Forest Service is providing funds for the Cooperators purchase of equipment.

5. 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.

**Commented [A17]:** Mandatory provision, **IF** the cooperator (or their volunteers) will be using a Forest Service vehicle.

6. BUILDING AND COMPUTER ACCESS BY NON-U.S. FOREST SERVICE PERSONNEL. The Cooperator 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 3505 and Departmental Manual 4620-02. Those granted computer access must fulfill all U.S. Forest Service requirements for mandatory security awareness and role-base advanced security training, and sign all applicable U.S. Forest Service statements of responsibilities.

**Commented [A18]:** This provision is mandatory **IF** the Cooperator will have unescorted access to Forest Service facilities or computer systems. Prior to granting access to the computer system, the name of each person requesting access must be entered into the Non-Forest Service Employee Tracking System (NATS) database by a G&A specialist for review and approval by OCIO.

7. Send a **final** Standard Form 425, Federal Financial Report to the Forest Service Technical Representative and Administrative Contact within 90 days from the date of expiration. The final SF 425 must display the Cooperator's full match towards the project, as shown in the financial plan. SF 425 is available at:  
<http://www.fs.fed.us/r5/shastatrinity/home-page/st-main/rac-forms/sf-425.pdf>.

8.

**B. The Forest Service shall:**

1. **PAYMENT/REIMBURSEMENT:** The U.S. Forest Service shall reimburse the Cooperator for the U.S. Forest Service's share of actual expenses incurred, not to exceed \$ , as shown in the Financial Plan. In order to approve a Request for Reimbursement, the U.S. Forest Service shall review such requests to ensure payments for reimbursement are in compliance and otherwise consistent with the terms of the agreement. The U.S. Forest Service shall make payment upon receipt of Cooperator's  invoice. Each invoice from Cooperator must display the total project costs for the billing period, separated by U.S. Forest Service and Cooperator's share. In-kind contributions must be displayed as a separate line item and shall not be included in the total project costs available for reimbursement. The final invoice must display Cooperator's full match towards the project, as shown in the financial plan, and be submitted no later than 90 days from the expiration date.

Each invoice must include, at a minimum:

1. Cooperator's name, address, and telephone number
2. U.S. Forest Service agreement number
3. Invoice date
4. Performance dates of the work completed (start & end)
5. Total invoice amount for the billing period, separated by U.S. Forest Service and Cooperator share with in-kind contributions displayed as a separate line item.
6. Display all costs, both cumulative and for the billing period, by separate cost element as shown on the financial plan.
7. Cumulative amount of U.S. Forest Service payments to date.
8. Statement that the invoice is a request for payment by 'reimbursement'
9. If using SF-270, a signature is required.
10. Invoice Number, if applicable

The invoice shall be forwarded to:

EMAIL: [asc\\_ga@fs.fed.us](mailto:asc_ga@fs.fed.us)

FAX: 877-687-4894

POSTAL: USDA Forest Service

**Commented [F19]:** Fully describe all work, tasks, studies, funding reimbursements, collections, inspections, consultations and cooperation the partner will perform.

**Commented [A20]:** Mandatory provision  reimbursable payments will be made by the Forest Service

**Commented [A21]:** Insert amount of Forest Service approved funding for this agreement.

**Commented [A22]:** Insert appropriate response monthly, quarterly, semi-annual, or annual



Albuquerque Service Center  
 Payments – Grants & Agreements  
 101B Sun Ave NE  
 Albuquerque, NM 87109

Send a copy to:

**Commented [A23]:** Insert Forest Service Program Manager name and mailing address if required, otherwise, remove.

- Provide guidance, advice, consultation, and co-leadership essential to the satisfactory accomplishment of this agreement as shown in the FS Non-cash section for the incorporated Financial Plan.

3.

**Commented [A24]:** Fully describe all work, tasks, studies, reports, funding reimbursements, collections, inspections, consultations, and cooperation the Forest Service will perform.

**IV. CONTACTS, TIME LIMITS, AND PAYMENT PROVISION:**

- PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this instrument.

**Commented [F25]:** Mandatory provision but may be changed to accommodate additional contacts

Principal Forest Service Contacts:

**Commented [F26]:** Insert ALL of the requested information below.

Forest Service Program Contact	Forest Service Administrative Contact
Name:	Name: Dave Garrison
Address:	Address: 1992 Folwell Avenue
City, State, Zip:	City, State, Zip: Saint Paul MN 55108
Telephone:	Telephone: 651-649-5206
FAX:	FAX: 651-649-5285
Email:	Email: davidgarrison@fs.fed.us

Principal Cooperator Contacts:

**Commented [F27]:** Insert ALL of the requested information below

Cooperator Program Contact	Cooperator Administrative Contact
Name:	Name:
Address:	Address:
City, State, Zip:	City, State, Zip:
Telephone:	Telephone:
FAX:	FAX:
Email:	Email:

- COMMENCEMENT/EXPIRATION DATE. This Task Agreement is executed as of the date of the last signature and is effective through  at which time it will expire,

**Commented [F28]:** Insert the expiration date not greater than five years. If the instrument has a five-year term, delete "unless extended"

unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.

C. LIMITATION OF FUNDS. U.S. Forest Service funds in the amount of \$ [ ] are currently available for performance of this agreement through [ ]. The U.S. Forest Service's obligation for performance of this agreement beyond this date is contingent upon the availability of appropriated funds from which payment can be made. There is no legal liability on the part of the U.S. Forest Service for any payment above this amount until Cooperator receives notice of availability confirmed in a written modification by the U.S. Forest Service.

D. HEALTH & HUMAN SERVICES PAYMENT MANAGEMENT SYSTEM (HHS PMS). The Cooperator identified for use of this payment system shall designate a financial institution or an authorized payment agent through which a direct deposit may be made in accordance with current HHS PMS system requirements. The Albuquerque Service Center is responsible for soliciting initial enrollment in the HHS PMS. Any questions concerning payments should be addressed to the Albuquerque Service Center at (877) 372-7248. Please ask for the Grants and Agreements Payments section. Any subsequent changes to banking information are made by the Cooperator through the HHS PMS. The HHS sub-account number(s) for this Agreement is/are:

HHS SUB-ACCOUNT	AMOUNT
G	\$
G	\$

E. [ ]

<Remainder of page intentionally left blank; signature page follows>

**Commented [A29]:** Mandatory provision, **IF** only a portion of the funding for a multi-year project is available, and future funding is anticipated. Insert only the amount of funding currently available during the period of performance. This does not include any funds previously contributed to the agreement. Subsequent modifications that add funds must include this provision, and must reflect the total available of funding for the period of performance under the modification. Insert in both places the date that funds may be last expended by the cooperator

**Commented [A30]:** Insert amount.

**Commented [A31]:** Insert date.

**Commented [A32]:** Mandatory provision **IF** awarded by NA, S&PF or NRS and payments to a Cooperator will be involved (except foreign Cooperators).

**Commented [A33]:** Input the Cooperators Sub-Account Numbers

This number is the Obligation FFIS Doc ID #, or MO# Use the following format GXXXXXXXXXXYYYY-where G is always the first alpha-numeric, the Xs represent the FFIS ID No. and Y is the Line No., e.g. G24012345001. If there are multiple line numbers, then add as many table lines as necessary to accommodate each sub-account number NOTE

Each Obligation Line number is a separate Sub-Account number with the only change being the line number (e.g. G24012345002, \$8,000, G24012345003, \$30,500).

Then, enter the line amount (funding) associated with each FFIS Doc ID (e.g. \$10,000).

**Commented [J34]:** Insert any other relevant information, if any

**V. APPROVAL**

A. **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 instrument. In witness whereof, the parties hereto have executed this instrument as of the last date written below.

\_\_\_\_\_  
Date

**Commented [F35]:** Cooperator Signatory Official (in CAPS)

**Commented [F36]:** Title

**Commented [F37]:** Cooperator

\_\_\_\_\_  
Grants Management Specialist  
USDA Forest Service, Northern Research Station

Date

**Commented [F38]:** FS Signatory Official (in CAPS)

**Commented [F39]:** Title

The authority and format of this instrument has been reviewed and approved for signature.

\_\_\_\_\_  
Forest Service Grants Management Specialist

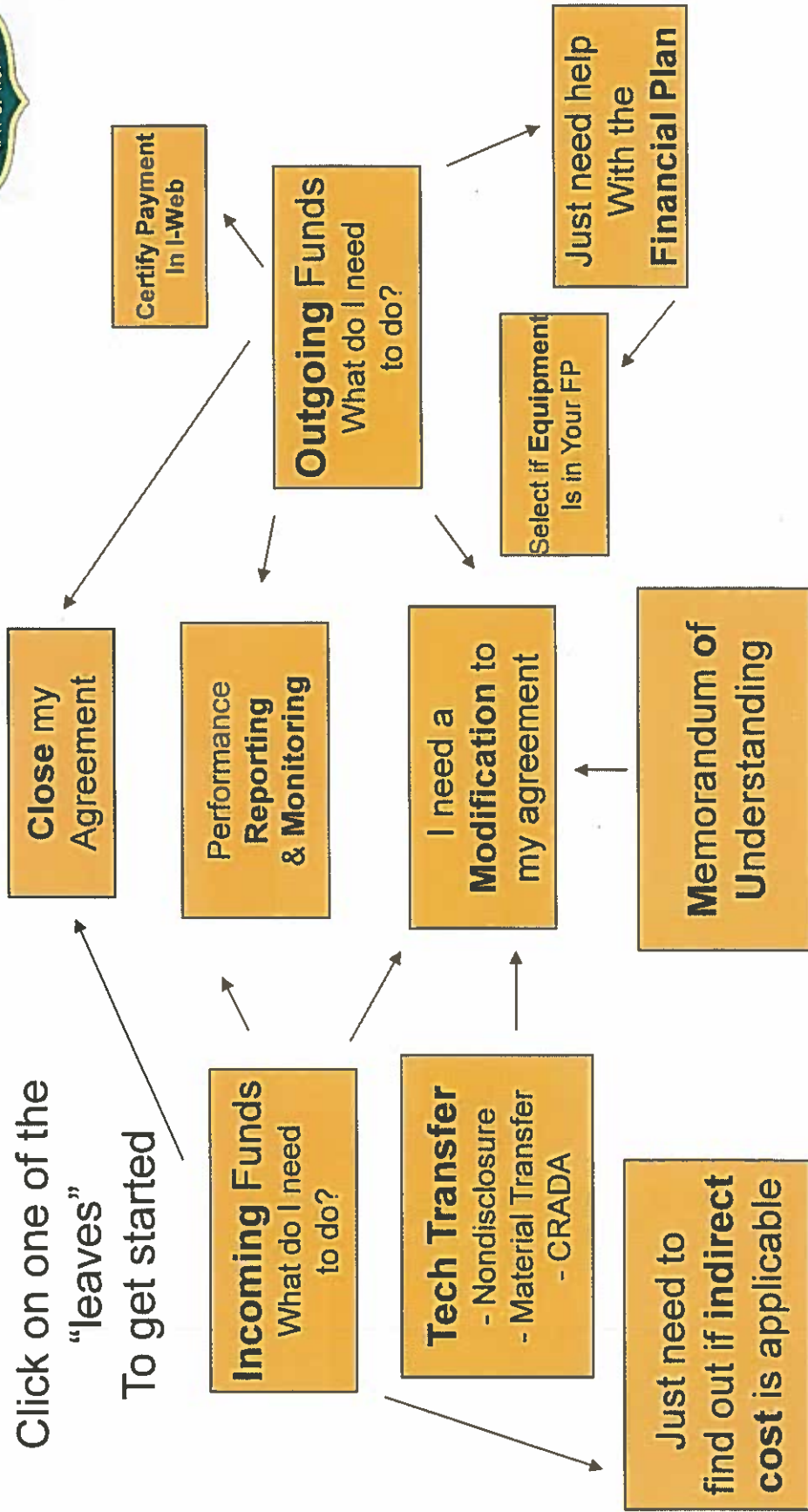
Date

**Commented [F40]:** Insert G&A Specialist NAME IN CAPS



# Grants and Agreements Decision Tree

Interactive Program for Templates, Forms, and Worksheets  
 Needed at the G&A Office from the RWU



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press your <Esc> key on your keyboard  
 to end this program at anytime <sup>2</sup>