Insurance Act expanded the role of the crop insurance program to be the principal tool for risk management by producers of farm products and provided that crop insurance program operate on an actuarially sound basis, provided for independent review of crop insurance products by person experienced as actuaries and in underwriting, and required that the crop insurance program operate on an actuarially sound basis. To meet these goals, existing crop programs must be improved and expanded, new crop products developed, and new insurance concepts studied for possible implementation. Federal Crop Insurance Corporation (FCIC) offers a Standard Reinsurance Agreement to eligible crop insurance companies under which FCIC will use data elements instead of standards forms.

Need and Use of the Information: FCIC requires crop acreage information to be submitted to the insurance agent by each producer on or before a specific date. The basic provision for the reporting of acreage covers information such as the name of the crop, the number of timely planted acres, person sharing in the crop, location of the acreage, etc. This information is used to determine liability, premium and subsidy. Federal agencies, Risk Management Agency, crop insurance companies reinsured by FCIC, and other agencies that require such information in the performance of their duties may use this information. If the information were not collected by specified dates, the producers may not have insurance coverage or the amount of insurance may be reduced and the crop insurance program would not be administered in an actuarially sound manner.

Description of Respondents: Farms; Business or other for-profit.

Number of Respondents: 1,310,553. Frequency of Responses; Recordkeeping; Reporting: Quarterly; Weekly; Semi-annually; Monthly; Annually.

Total Burden Hours: 1,447,152.

Sondra A. Blakey,

Departmental Information Collection Clearance Officer.

[FR Doc. 03–20958 Filed 8–15–03; 8:45 am] BILLING CODE 3410–01–M

DEPARTMENT OF AGRICULTURE

National Sheep Industry Improvement Center; Inviting Grant Proposals for the Sheep and Goat Industry Grant Initiative

AGENCY: National Sheep Industry Improvement Center, USDA.

ACTION: Notice.

SUMMARY: The National Sheep Industry Improvement Center (NSIIC) announces the availability of approximately \$300,000 in competitive grants for product or business development, producer information or education, marketing and promotion for sheep or goats or their products, genetic retention or animal health. Funds have been made available by the Board of Directors of the National Sheep Industry Improvement Center (NSIIC) to be awarded in Fiscal Year (FY) 2004 with projects completed by the end of FY 2005. The intent is to fund a variety of proposals that will benefit the U.S. sheep and goat industries.

DATES: Completed proposals must be received no later than November 17, 2003. Proposals received after that date will not be considered.

ADDRESSES: Completed proposals and other required materials should be submitted to Jay B. Wilson, Executive Director/CEO, National Sheep Industry Improvement Center, U.S. Department of Agriculture, P.O. Box 23483, Washington, DC 20026–3483, if using the U.S. Postal Service; or Room 2117, South Agriculture Building, 1400 Independence Avenue SW., Washington, DC 20250, if using other carriers. Telephone (202) 690–0632 or (207) 236–6567.

FOR FURTHER INFORMATION CONTACT: Jay B. Wilson, Executive Director/CEO, National Sheep Industry Improvement Center, U.S. Department of Agriculture, P.O. Box 23483, Washington, DC 20026–3483, if using the U.S. Postal Service; or Room 2117, South Agriculture Building, 1400 Independence Avenue, SW., Washington, DC 20250, if using other carriers. Telephone (202) 690–0632 or (207) 236–6567.

SUPPLEMENTARY INFORMATION:

General Information

The Board of Directors of the National Sheep Industry Improvement Center (NSIIC) makes this grant initiative of up to \$300,000 available. The NSIIC is authorized under 7 U.S.C. 2008j to make these grants. A fund is established in the Treasury of the United States, without fiscal year limitations, to provide funds for the enhancement and marketing of sheep or goat products in the United States. Grants are authorized by section 375(e)(3)(A) of the Consolidated Farm and Rural Development Act.

Projects that are submitted in the proposals should be completed in a timely fashion as provided in the proposal, but under no circumstances later than September 30, 2005. The

primary objective of the Sheep and Goat Industry Grant Initiative (SGIGI) is to fund a number of diverse projects that will benefit the U.S. sheep or goat industries through product or business development, producer information or education, marketing and promotion for sheep or goats or their products, genetic retention or animal health at the regional, national or international level. The program is administered through USDA, NSIIC.

Eligible Applicants

An eligible entity is an organization that promotes the betterment of the United States sheep or goat industries that is: (a) A public, private, or cooperative organization; (b) an association, including a corporation not operated for profit; (c) a federally recognized Indian Tribe; or (d) a public or quasi-public agency. Individuals are ineligible. Eligible entities must have at least 51 percent ownership by those who are either citizens of the United States or reside in the United States after being legally admitted for permanent residence. Under the Lobbying Disclosure Act of 1995, an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 (26 U.S.C. 501 (c)(4)) which engages in lobbying activities, is not eligible to apply.

Use of Funds

Use of funds should directly impact the U.S. sheep or goat industries through product or business development, producer information or education, marketing and promotion for sheep or goats or their products, genetic retention, or animal health programs. Funds may not be used to: (a) Pay costs of preparing the application package; (b) pay costs incurred prior to the effective date of the grant; (c) conduct duplicative research; or (d) fund political activities. Preference may be given to proposals that have over 50 percent of the project costs in matching funds, including in kind contributions; Overhead costs cannot exceed 25 percent.

Available Funds and Award Limitations

The total amount of funds available for grants in FY 2004 is approximately \$300,000. It is anticipated that all funds will be awarded in FY 2004 for projects that will be completed by September 30, 2005. It is expected that there will be proposals submitted that address a variety of needs related to the U.S. sheep and goat industries. Awards will be segregated so that a variety of needs will be addressed by the funded proposals. The actual number of grants

funded will depend on the quality of proposals received and the amount of funding requested. A proposal may be partially funded or funded in its entirety. The maximum amount of Federal funds through this grant initiative awarded for any one proposal will be \$50,000.

Selection Criteria

The proposal will initially be reviewed to determine whether the entity submitting the proposal meets the eligibility requirements and whether the proposal application contains the information required. After this initial evaluation, the following criteria will be used to rate and rank proposals received in response to this notice of funding availability. Failure to address any one of the criteria will disqualify the proposal. Equal weight shall be given to each of the criterion listed below and points will be awarded to each criterion on a scale of 5, 4, 3, 2, 1. A score of 5 indicates that the proposal was judged to be highly relevant to the criterion and a score of 1 indicates that the proposal was judged not to sufficiently address the criterion.

Each proposal will be evaluated and judged using the following criteria:

1. Potential Industry Impact—
Describe the proposed project and demonstrate how it will stimulate the U.S. sheep or goat industries. Provide a detailed analysis of the sheep or goat industry issue that is being addressed by the proposal by including the:

(a) Product or group that will be impacted by the proposal;

(b) Geographic area affected;

(c) Target audience or end user; and

- (d) Expected results. The NSIIC will evaluate whether the industry issue and need are well-defined and the proposed project provides an effective and efficient approach to resolving the identified need.
- 2. Industry Commitment—Describe the commitment of the producers, processor, end-users or other involved parties in participating in the proposed project. This may include, but is not limited to, individual producers, producer groups, processors, seminar participants, local organizations, local or state governments or trade associations. The NSIIC will evaluate whether there is a commitment from all who are expected to participate and benefit from the proposed project.
- 3. Business Soundness—Provide a timetable and objectives along with a quantifiable benchmark and expected results. The NSIIC will evaluate whether the proposal includes (a) a clear objective; (b) well-defined tasks that will accomplish the objectives; (c)

- realistic benchmarks; and (d) a realistic timetable for the completion of the proposed tasks and whether a business strategy had been adequately developed?
- 4. Financial Feasibility—Provide a well-defined budget for the proposal. The NSIIC will evaluate whether the funding requirements and budget for the project are well defined and financially feasible and the matching funds or other resources that will be used to leverage the requested funds in the proposal are identified.
- 5. Management Ability—Identify the management team needed to complete the proposal objectives and describe their qualifications. The NSIIC will evaluate whether the management team is identified and capable of implementing the proposal.

Selection Process

The Board of Directors of the NSIIC will evaluate proposal applications. Applications will be evaluated competitively and points awarded as specified in the Selection Criteria section of this notice. Grants will be awarded on a competitive basis to eligible entities. A proposal may be partially funded. After assigning points based upon the selection criteria, applications will be funded in rank order until all available funds have been expended. The Board of Directors reserves the right to award up to five additional points in order to provide a diversity of projects targeting various (1) situations, (2) geographic areas, or subjects, or for proposals with over 50 percent in matching funds. Projects that are approved for further processing will be subject to the grant terms that are negotiated between the applicant and the Board of Directors including, but not limited to, the amount to be funded, project goals, timetables, completion date or other terms as deemed necessary.

Proposal Submission

All proposals, except for forms, are to be submitted on standard $8.5'' \times 11''$ paper with typing on one side of the page only. In addition, margins must be at least 1'', type must be 12 characters per inch (12 pitch or 10 point) or larger, no more than 6 lines per inch, and there should be no page reductions.

Content of a Proposal

A proposal should contain the following:

- 1. Form SF–424, "Application for Federal Assistance."
- 2. Form SF–424A, "Budget Information-Non Construction Programs."

3. Form SF–424B, "Assurances-Non Construction Programs."

4. Table of Contents—For ease of locating information, each proposal must contain a detailed Table of Contents immediately following the required forms. The Table of Contents should include page numbers for each component of the proposal. Page numbering should begin immediately following the Table of Contents.

5. Project Summary: The proposal must contain a project summary of 1 page or less on a separate page. This page must include the title of the project and the names of the primary project contacts and the applicant organization, followed by the summary. The summary should be self-contained and should describe the overall goals and relevance of the project. The summary should also contain a listing of all organizations involved in the project. The Project Summary should immediately follow the Table of Contents.

6. Project Narrative: The narrative portion of the Project Proposal is limited to 10 pages of text and should contain the following:

a. Introduction. A clear statement of the goals and objectives of the project. The problem should be set in context of the present-day situation. Summarize the body of knowledge which substantiates the need for the proposed project.

b. Rationale and Significance. Substantiate the need for the proposed project. Describe the impact of the project on the U.S. sheep or goat industry. Describe the project's specific relationship to the segment of sheep or goat industry issue, product or market being addressed.

c. Objectives and Approach. Discuss the specific objectives to be accomplished under the project. A detailed description of the approach must include:

(i) Techniques or procedures used to carry out the proposed activities and for accomplishing the objectives; and

(ii) The results expected.

d. Timetable. Tentative schedule for conducting the major steps of the project.

e. Evaluation. Provide a plan for assessing and evaluating the accomplishments of the stated objectives during the project and describe ways to determine the effectiveness (impact) of the end results upon conclusion of the project. Awardees will be required to submit written project performance reports on a semi-annual basis.

f. Coordination and Management Plan. Describe how the project will be coordinated among various participants and the nature of the collaborations. Describe plans for management of the project to ensure its proper and efficient administration.

What To Submit

An original and 10 copies must be submitted. Each copy must be stapled in the upper left-hand corner (*Do Not Bend*). All copies of the proposal must be submitted in one package.

Other Federal Statutes and Regulations That Apply

Several Federal statutes and regulations apply to proposals considered for review and to grants awarded by USDA. These include, but are not limited to:

7 CFR part 1.1—USDA implementation of the Freedom of Information Act.

7 CFR part 15a—USDA implementation of title VI of the Civil Rights Act of 1964.

7 CFR part 3015—USDA Uniform Federal Assistance Regulations.

7 CFR part 3016—Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

7 CFR part 3017—Governmentwide Debarment and Suspension (nonprocurement) and Governmentwide Requirements for drug-free workplace (grants).

7 CFR part 3018—New Restrictions on Lobbying.

7 CFR part 3019—Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations.

7 ČFR part 3052—Audits of State, Local Governments, and Non-Profit Organizations.

The terms of the above parts will be incorporated in a grant made by the

Awardee Requirements, Payments, and Service

These grants will be awarded, disbursed, and serviced in accordance with 7 CFR parts 3015, 3016, and 3019. Awardees will furnish the NSIIC with reports in accordance with this notice and 7 CFR parts 3015, 3016, and 3019.

Paperwork Reduction Act

The reporting requirements contained in this notice have received temporary emergency clearance by the Office of Management and Budget (OMB) under Control Number 0570–0048. However, in accordance with the Paperwork Reduction Act of 1995, RBS will seek standard OMB approval of the reporting requirements contained in this Notice

and hereby opens a 60-day public comment period.

Public Burden in This Notice

Form SF–424, "Application for Federal Assistance." This form is used by applicants as a required face sheet for applications for Federal assistance.

Form SF-424A, "Budget Information-Non Construction Programs." This form must be completed by applicants to show the project's budget breakdown, both as to expense categories and the division between Federal and non-Federal sources.

Form SF–424B, "Assurances-Non Construction Programs." The applicant must complete this form to give the Federal government certain assurances that the applicant has the legal authority to apply for Federal assistance and the financial capability to pay the non-Federal share of project costs. The applicant also gives assurance it will comply with various legal and regulatory requirements as described in the form.

Grantees will be required to sign a grant agreement acceptable to the NSIIC.

Reporting Requirements

In addition to any other required reports, awardees will be required to submit written project performance reports on a semi-annual basis and a final report at the completion of the project. The project performance report and final report shall include, but need not be limited to: (a) A comparison of timeline, tasks and objectives outlined in the proposal as compared to the actual accomplishments; (b) If report varies from the stated objectives or they were not met, the reasons why established objectives were not met; (c) Problems, delays, or adverse conditions which will materially affect attainment of planned project objectives; (d) Objectives established for the next reporting period; and (e) Status of compliance with any special conditions on the use of awarded funds.

Estimate of Burden: Public reporting burden for this collection is estimated to range from 10 minutes for some forms to 8 hours for the proposal per response.

Respondents: Any eligible entity as described in the "Eligible Applicants" section of this notice.

Estimated Number of Respondents: 45.

Estimated Number of Responses per Respondent: 2.

Estimated Number of Responses: 105. Estimated Total Annual Burden of Respondents: 383 hours.

Copies of this information collection can be obtained from Cheryl Thompson,

Regulations and Paperwork Management Branch (202) 692–0043.

Comments

Comments are invited on: (a) Whether the proposed collection of information is necessary for the proper performance of the functions of National Sheep Industry Improvement Center (NSIIC) including whether the information will have practical utility; (b) the accuracy of NSIIC's estimate of the burden of the proposed collection of information including the validity of the methodology and assumptions used; (c) ways to enhance the quality, utility and clarity of the information to be collected; and (d) ways to minimize the burden of the collection of information on those who are to respond, including through the use of appropriate automated, electronic, mechanical, or other technological collection techniques or other forms of information.

Comments may be sent to Cheryl Thompson, Regulations and Paperwork Management Branch, Support Services Division, U.S. Department of Agriculture, Rural Development, STOP 0742, 1400 Independence Ave. SW., Washington, DC 20250–0742. All responses to this notice will be summarized and included in the request for OMB approval. All comments will also become a matter of public record.

Dated: August 12, 2003.

Jay B. Wilson,

Executive Director/CEO, National Sheep Industry Improvement Center.

Sheep and Goat Industry Grant Initiative Grant Agreement

- 1. Authorization. The National Sheep Industry Improvement Center (NSIIC) is authorized to use grants under 7 U.S.C. 2008i.
- 2. Parties. This Grant Agreement (Agreement) between the [Grantee's name] (Grantee), and the United States of America, acting through the National Sheep Industry Improvement Center (NSIIC) of the Department of Agriculture (Grantor).
- 3. Award Amount. Grantor agrees to make available to the Grantee for the purposes of this Agreement Grant Funds of up to [\$xx,xxx.xx, amount funded] (Grant Funds) for the proposal submitted by the grantee for [name of project] under the Sheep and Goat Industry Grant Initiative (SGIGI) and the Grantee agrees not to exceed the amount approved. The funds will be advanced or reimbursed as provided for in this Agreement.
- 4. Citizenship. The Grantee hereby certifies that the outstanding interest in

the project has membership or is owned by those who are either citizens of the United States or reside in the United States after being legally admitted for

permanent residence.

5. Purpose. Grant Funds will only be used for the purposes and activities specified in the Proposal submitted under the SGIGI, including any attachments, amendments or conditions approved by the Grantor. Any uses not provided for in the approved Proposal must be approved in writing by the Grantor in advance.

6. Project Period.

(a) Effective Date: The grant will be considered approved on the date that

Grantor signs the Agreement.

(b) Date of Completion: Grantee shall strive to use the proceeds of this Grant promptly in accordance with this Agreement, unless otherwise provided by law. If any part of the Grant Funds have not been used by September 30, 2005, Grantor will cancel the obligation of any funds not yet delivered and demand the return of any delivered funds that have not been used in accordance with this Agreement.

7. Further Provisions. This section establishes further provisions that must be understood and agreed to by the

Grantee.

(a) All of the terms and provisions of the application submitted by the Grantee for this SGIGI, including any attachments, amendments or conditions that are otherwise not in conflict with this Agreement are attached to and incorporated into this agreement. Any changes to these documents or this Agreement must be approved in writing by the Grantor,

(b) Grantee certifies that it is in compliance with, and will comply in the course of the Agreement with grant conditions and all applicable laws, regulations, Executive Orders, or other

applicable requirements,

(c) The provisions of the following are incorporated into this Agreement by reference: 7 CFR part 3015—"USDĂ Uniform Federal Assistance Regulations"; 7 CFR part 3016— "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"; 7 CFR part 3017—"Governmentwide Debarment and Suspension (Nonprocurement) and Governmentwide Requirements for Drug-Free Workplace (Grants)"; 7 CFR part 3018—"New Restrictions on Lobbying''; 7 CFR part 3019—''Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations"; and 7 CFR part 3052-"Audits of State, Local

Governments, and Non-Profit

Organizations,'

(d) The Grantee shall not encumber, transfer or dispose of any property, equipment or other asset, or any part thereof, acquired wholly or in part with Grantor funds without the written consent of the Grantor,

(e) Grantees shall adequately control and safeguard all assets associated with the grant to ensure that they are used solely for authorized purposes,

- (f) Grantor shall monitor performance in accordance with the applicable terms of the Agreement. Grantor reserves the right to monitor meetings and request documents applicable to the terms of the Agreement.
- 8. Assurances. Grantee has executed. (a) Form AD-1047, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Covered Transactions," to certify that your organization is not debarred or suspended from Government assistance,

(b) AD-1048, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions," from anyone you do business with as a result of this

Government assistance,

(c) AD-1950, "Certification Regarding a Drug-Free Workplace Requirements (Grants)" to certify you will provide a drug-free awareness program for employees,

(d) KD 400-1, "Equal Opportunity

Agreement,"

(e) "Certification Regarding Lobbying—Contracts, Grants, Loans and Cooperative Agreement."

9. Accounting, Audits and Reporting

Requirements.

- (a) Generally Accepted Accounting Principles: The Grantee agrees to account for all amounts associated with this grant using Generally Accepted Accounting Principles. Records must at least include:
- (i) financial records that identify the source of all funds used for grantsupported activities, including Grant Funds, any matching funds, other funds,
- (ii) source documentation to support
- (b) Audit: The project will be audited by a Certified Public Accountant annually or as otherwise agreed to in writing by the Grantor. All audits will be in accordance with Generally Accepted Accounting Principles. The audit for the years the Grantee receives this financial assistance will be conducted in accordance with 7 CFR part 3052. Audits are due within 90 days after September 30 of the respective year and the Grantor is to receive a copy of this audit,

- (c) Reports: The grantee will provide periodic reports as required by the Grantor. A financial status report and a project performance report will be submitted by the Grantee on a semiannual basis (due each March 31 and September 30). The financial status report must show how Grant Funds and any matching funds have been used to date and project the funds needed and their purposes for the next six-month period. A final report may serve as the last semi-annual report. Grantees shall constantly monitor performance to ensure that time schedules are being met and projected goals by time periods are being accomplished. The project performance report and final report shall include at least:
- (i) A comparison of timeline, tasks and objectives outlined in the proposal as compared to the actual accomplishments,

(ii) If report varies from the stated objectives or they were not met, the reasons why established objectives were not met.

(iii) Problems, delays, or adverse conditions which will materially affect attainment of planned project

objectives,

(iv) Objectives established for the next reporting period, and

(v) Status of compliance with any special conditions on the use of

awarded funds. (d) Proposal Results: Grantee shall deliver the results of any study or activity to the Grantor upon completion of each task outlined in the proposal. These include, but are not limited to,

feasibility studies, marketing plans, business operations plans, articles of incorporation and bylaws. All items delivered to the Grantor will be held as proprietary information to the extent

provided by law.

(e) Record Retention: Financial records, supporting documents, statistical records, and all other records pertinent to the grant must be kept for a period of at least 3 years after grant closing, except that the records shall be retained beyond the 3-year period if audit findings have not been resolved. Microfilm or photocopies or similar methods may be substituted in lieu of original records. The Grantor and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Grantee's which are pertinent to the specific grant program for the purpose of making audits, examinations, excerpts, and transcripts.

10. Funding.

(a) Payment: Requests for cash advances should be for the minimum amount needed and timed to the actual, immediate cash requirements for carrying out the grant purpose. The funds will be reimbursed or advanced based on submission of Standard Form 270, "Request for Advance or Reimbursement."

(b) Distribution of Funds: Once the Agreement is entered into, grant funds will be transferred electronically to an account specified by the Grantee.

(c) Pre-award costs: The grantee may incur or claim no cost prior to the Effective Date as provided for in this

Agreement.

- 11. Code of Conduct and Conflict of Interest. Conflict of interest for the purpose of this Agreement is defined in 7 U.S.C. 2008j and Grantee agrees to disclose any conflict of interest to Grantor.
- 12. Other Parties. This Agreement is not for the benefit of third parties. Grantor shall not be under any obligation to any such parties, whether directly or indirectly interested in this Agreement, to pay any charges or expenses incidental to compliance by Grantee with any of the duties or obligations imposed hereby.
- 13. Event of Default and Remedies.
 (a) Events of Default of Grantee. By delineation and not limitation, any of the following occurrences shall be an "event of default". Written notice of default shall be provided within 90 days of such occurrence of an event of default:
- (i) Any representation or warranty made by the Grantee in connection with this Agreement shall prove to have been false or misleading in any material respect on or as of the date made or deemed made,

(ii) Failure, inability or unwillingness of Grantee to carry out or comply with the terms or conditions of this Agreement, or any applicable laws,

- (iii) The Grantee becomes insolvent, or ceases being able, or admits in writing to its inability to pay its debts as they mature, suspends its business operations, become a debtor in a bankruptcy proceeding or makes a general assignment for the benefit of, or enters into any composition or arrangement with, creditors, proceeds with the appointment of a receiver, trustee or liquidator, or like action and is not dismissed within 90 days.
- (iv) A judgement or other like order for payment is rendered against the Grantee or any material adverse change occurs in the Grantee's financial condition.
- (v) Submission or making of any report, statement, warranty, or representation by Grantee or agent on its behalf to Grantor in connection with the

grant hereunder which is false, incomplete or incorrect in any material respect.

(b) Remedies:

(i) Upon the occurrence and during the continuation of any event of default, Grantor shall have no obligation to continue funding the Grantee as contemplated in this Agreement. Accordingly, Grantor shall suspend operations contemplated by this Agreement until the declaration of default is cured and Grantor notifies in writing such acknowledgment of cure,

(ii) The Grantee shall have 60 days from the notice of default to propose remedies and cures to Grantor to remove

the event of default,

- (iii) Grantor reserves the right to waive any and all events of default. Exercise of this waiver shall not preclude Grantor from declaring a similar future event as an event of default.
- 14. Notice. All notices hereunder and for whatever purpose, including declaration of default, shall be in writing and shall be deemed to be duly given upon delivery if personally delivered or sent by telecommunication (facsimile or e-mail) or 3 days after mailing if sent by express, certified or registered United States Postal Service mail, to the parties. The grantees address and contact person shall be the one provided on SF 424 and the Grantor shall be the National Sheep Industry Improvement Center, USDA, PO Box 23483, Washington, DC 20026-3483, if using the U.S. Postal Service or Room 2117, South Agriculture Building, 1400 Independence Avenue, SW., Washington, DC 20250 if using other carriers.
- 15. Amendments, Termination and Changes. The Agreement may be amended, changed or terminated by mutual consent of the parties in writing.

(a) Amendment: This Agreement may be amended with the mutual written consent of the Parties.

- (b) Scope of Work: Any changes in project costs, source of funds, scope of services, or any other changes in the project or applicant must be reported to and approved by the Grantor by written amendment of this Agreement. Any changes not approved by the Grantor shall be cause for deobligating grant funding.
- (c) Termination: The Agreement may be terminated by either party upon 30 days' notice in writing to the other party.
- 16. Conflict. Nothing herein is intended to conflict with current USDA directives. If the terms of this agreement are inconsistent with existing law or agency directives, then those portions of

this agreement which are determined to be inconsistent shall be invalid, but the remaining terms and the agreement will remain in effect. All necessary changes will be accomplished either by an amendment to this agreement or by entering into a new agreement, whichever is deemed expedient to the interest of both parties.

17. In witness whereof, Grantee has this day authorized and caused this Agreement to be executed by:

Attest

(Grantee)

(Authorize	d Grantee Signature)	-
(Date)		
(Title)		_
	es of America neep Industry Improvement Cent	te
(Grantor)		_
(Name)	(Title)	_
(Date)		_
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DEPARTMENT OF AGRICULTURE

Forest Service

BILLING CODE 1351-01-P

Custer National Forest Weed Treatment EIS, Custer National Forest, Stillwater, Park, Carbon, Sweetgrass, Rosebud, Powder River, and Carter Counties, Montana, and Harding County, SD

AGENCY: Forest Service, USDA. **ACTION:** Notice of intent to prepare an environment impact statement.

summary: The Custer National Forest is proposing to continue control of undesirable vegetation (weeds) through the integration of mechanical, biological, ground and aerial (helicopter) herbicide control methods. The Custer National Forest is currently treating weeds under decisions made in the 1987 Custer National Forest Noxious Weed Environmental Impact Statement and Records of Decision.

Weeds are considered undesirable vegetation that can alter ecosystems or cause economic loss. Undesirable vegetation includes invasive plants that can alter ecosystem processes, including productivity, hydrologic function, nutrient cycling, and natural disturbance patterns such as frequency and intensity of wildfires. Changing these processes can lead to displacement of native plant species,