

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)

(Authorized Grantee Signature)

(Date)

(Title)

United States of America
National Sheep Industry Improvement Center

(Grantor)

(Name) (Title)

(Date)

[FR Doc. 03-20961 Filed 8-15-03; 8:45 am]

BILLING CODE 1351-01-P

DEPARTMENT OF AGRICULTURE

Forest Service

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,