

CONSERVATION PROGRAM APPLICATION

Applicant (Decision Maker):	Application Date:
Address:	Location where assistance is requested:
Email:	Receive text messages (optional):
Telephone:	
Assistance Requested:	

Click here for [instructions](#) to complete this form or contact the local office for assistance.

1. Do you have a customer record with the Farm Service Agency (FSA)?

- Yes No

2. Interested in participating in the following (select all that apply):

- Agricultural Conservation Easement Program-Wetland Reserve Easement (ACEP-WRE) Environmental Quality Incentives Program (EQIP)
- Agricultural Management Assistance (AMA) Regional Conservation Partnership Program (RCPP)
- Conservation Stewardship Program (CSP)

a) Program enrollment type, activity type, and/or project name, as applicable:

3. Applicant Information:

Select the business structure and enter the legal name, and tax identification number for all applicants who will be participants on the contract or agreement including the decision maker.

Business Structure (Mark with an X)	Applicant Legal Name	Tax Number (last four digits)
Individual <input type="checkbox"/>		
Entity <input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		

To add more applicants, complete [NRCS-CPA-1200 Continuation Page](#), [Applicant Information](#) and [attach to this form](#).

a) If applicant is a legal entity or joint operation, do you have appropriate documents including proof to sign for the entity or joint operation?

- Yes No N/A

b) Complete the table below for all applicants who meet the requirements for one or more of the historically underserved categories. Refer to the instructions to learn more about the requirements. If none, leave blank. (optional)

Applicant Legal Name	Limited Resource Farmer or Rancher	Beginning Farmer or Rancher	Socially Disadvantaged Farmer or Rancher	Veteran Farmer or Rancher	Veteran Discharge Date
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

4. **Land Information.** The following questions apply to the land being offered for enrollment through this application.

a) **Land Type (check all that apply):**

- Private Land
- Public Land: Federal Government State Government Local Government
- Indian Land: Allotted Tribal Trust Land Tribal Non-Trust Land Other

b) **Control of Land Documentation (check all that apply):**

- Deed or other evidence of land ownership
- Written lease agreement
- Other agreement or legal conveyance (describe):

c) **Is the land currently enrolled in other USDA conservation program(s)?**

- Yes No

Which program(s):

d) **Organic Certification:**

- Certified Organic by the National Organic Program (NOP)
- Transitioning to become Certified Organic by the NOP
- Exempt from Organic Certification as defined by the NOP
- Not Applicable

e) **What is the primary crop type(s)?**

f) **What is the primary livestock type(s)?**

The applicant agrees not to start any financially assisted conservation practice or activity or engage the reimbursable services of a certified technical service provider before an obligating document is executed by NRCS. The applicant understands that if they start a conservation practice or activity prior to NRCS executing an obligation the applicant will be ineligible to receive payment for the conservation practice or activity. The applicant may request a waiver to begin a conservation practice or activity early by submitting their written request to the applicable NRCS State Conservationist. Applicants must provide NRCS with written authorization from the landowner to install structural or vegetative practices on leased land included in this application.

The applicant acknowledges that they have or will file all other required eligibility information including highly erodible land conservation/wetland conservation certifications, adjusted gross income certifications, and member information for entities and joint operations with the FSA, as applicable, prior to NRCS approving an agreement based on this application.

The applicant may obtain a copy of the applicable conservation program contract appendix, which defines the full terms and conditions of program participation at the local NRCS office.

Check here if NRCS-CPA-1200 Continuation Page, Applicant Information is attached.

Applicant Signature	Date

NON-DISCRIMINATION STATEMENT

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov

USDA is an equal opportunity provider, employer, and lender.

Instructions for NRCS-CPA-1200, Conservation Program Application

This form is used to apply for program assistance.

Field Name	Instruction
Applicant (Decision Maker)	Enter the name of the decision maker who is authorized to make decisions pertaining to the application and whose name will be displayed on the NRCS contract or agreement documents if selected for funding.
Application Date	Enter the date of application submission.
Address/Email	Enter mailing address and email address for communication with the decision maker.
Location where assistance is requested	Enter the location of the land where assistance is requested, which may include County and State, farm and tract numbers, etc.
Telephone	Enter the telephone number where decision maker may be contacted.
To receive text message(s)	Enter a primary and/or secondary mobile number if you would like to receive text messages. This is optional.
Assistance Requested	Describe the type of assistance needed. Provide details of what you seek to accomplish through this application.
Question 1	Mark 'Yes' if you have records established with FSA. If answering 'No', NRCS will assist you with determining which records must be established to continue processing your application. Note: All persons or legal entities listed in question 3 will also need records with FSA for NRCS to determine eligibility.
Question 2	Select the conservation program(s) you are applying to participate in. It may be necessary to sign a new application if you decide to change your program selection(s).
Question 2a (optional)	Enter the program enrollment type(s) applying to participate in. For example: <ul style="list-style-type: none"> • Enter CSP-Renewal if applying to renew a CSP contract. • Enter EQIP-CIC if applying for an EQIP conservation incentive contract • For ACEP-WRE, enter "Permanent Easement", "30-Year Easement", or "30-Year Contract with Tribes" • For RCPPP, activity type includes: Land Management, Rental, US Held Easements. The RCPPP project name may be entered if known. Note: Do not use this form for the following programs: ACEP-ALE or RCPPP Entity Held Easements, Supplemental Agreements, or Watershed Activities. To apply for one of these programs, follow this link or contact NRCS for additional information.
Question 3	Provide the legal identity of each party seeking participation through this application. Indicate whether each applicant is an individual or an entity and enter the legal name and last four digits of tax identification number.
Question 3a	For each applicant that is a legal entity, documentation of sufficient signature authority is required for anyone signing on behalf of the entity.
Question 3b (optional)	If applicable, mark the appropriate box(s) for each applicant meeting one or more of the definitions for the historically underserved categories below. Applicants that mark Veteran Farmer or Rancher must also provide the date of discharge. Limited Resource Farmer or Rancher – The term "Limited Resource Farmer or Rancher" means a participant: • With direct or indirect gross farm sales not more than the current indexed value in each of the previous two years, and • Who has a total household income at or below the national poverty level for a family of four, or less than 50 percent of county median household income in each of the previous two 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 on-line or printed and completed hardcopy at: https://lrftool.sc.egov.usda.gov/ Beginning Farmer or Rancher – The term "Beginning Farmer or Rancher" means a participant 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, and • Who will 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

	<p>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 and management 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.</p> <p>Socially Disadvantaged Farmer or Rancher – The term “Socially Disadvantaged” means an individual or entity who is a member of a socially disadvantaged group. For an entity, at least 50 percent ownership in the farm 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.</p> <p>These groups consist of the following:</p> <ul style="list-style-type: none"> • American Indians or Alaskan Natives • Asians • Blacks or African Americans • Native Hawaiians or other Pacific Islanders • Hispanics. <p>Note: Gender alone is not a covered group for the purposes of NRCS conservation programs. The term entities reflect a broad interpretation to include partnerships, couples, legal entities, etc.</p> <p>Veteran Farmer or Rancher – The term “Veteran Farmer or Rancher” means a producer who served in the United States Army, Navy, Marine Corps, Air Force, or Coast Guard, including the reserve component thereof; was released from service under conditions other than dishonorable; and:</p> <ul style="list-style-type: none"> • has not operated a farm or ranch, or has operated a farm or ranch for not more than 10 years; or • who first obtained status as a veteran during the most recent 10-year period. <p>A legal entity or joint operation can be a Veteran Farmer or Rancher only if all individual members independently qualify.</p>
Question 4	Enter information regarding the land being offered for enrollment in a conservation program.
Question 4a	Check the applicable box(es) identifying the type of land included in the application.
Question 4b	<p>Check the applicable box(es) that support the documented control for the land being offered for enrollment in a conservation program.</p> <p>Note: A deed or evidence of ownership is required for all ACEP-WRE and RCPP easement applications.</p>
Question 4c	<p>Mark ‘Yes’ if the land in this application is currently enrolled in another USDA conservation program under an active contract or agreement and list the program(s) in the space provided.</p> <p>Otherwise, mark ‘No’.</p>
Question 4d	<p>Check the applicable box acknowledging organic status of the operation. Mark ‘N/A’ if this application is for an operation not in organic-related production. Certification in any of these categories is to assist with planning and will not automatically result in the application being considered in any initiatives made available for organic-related production.</p> <ul style="list-style-type: none"> • Certified Organic Producer must maintain organic certification for the life of the contract. • Transition Organic Producer must self-certify that agree to develop and implement an Organic System Plan (OSP). • Organic Producers selling less than \$5,000 per year will need to self-certify that agree to develop and implement an Organic System Plan (OSP). <p>Note: Applicants must specifically request to participate in an organic initiative.</p>
Question 4e	Enter the predominant crop type(s) produced by the operation.
Question 4f	Enter the predominant livestock type(s) produced by the operation.

Note: *If this application is selected for funding, it is the responsibility of the participants under a program contract or agreement to provide accurate information to support all items addressed in this application at the request of NRCS. False certifications are subject to criminal and civil fraud statutes. Each participant listed for share of the payment must provide an SF-1199A, Direct Deposit Form to proceed with contract execution. All participants that certify land control or certify eligibility as Limited Resource Farmer or Rancher, Beginning Farmer or Rancher, or Veteran Farmer or Rancher, will provide all records necessary to justify their claim as requested by a NRCS representative.*

U. S. DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE (NRCS)
APPENDIX TO FORM NRCS-CPA-1202, “CONSERVATION PROGRAM CONTRACT”

General Contract Provisions

1. DEFINITIONS

- A. The following definitions are applicable to the Conservation Program Contract (CPC) entered into under the program identified in the program-specific section of this appendix. All other words and phrases, unless the context of subject matter otherwise requires, shall have the meanings assigned to them in the regulations governing the applicable program.
- i. Contract or CPC.—The program documents, including Form NRCS-CPA-1202, “Conservation Program Contract”; the Appendix to Form NRCS-CPA-1202; Form NRCS-CPA-1155, “Conservation Plan or Schedule of Operations”; Form NRCS-CPA-1156, “Revision of Plan/Schedule of Operations or Modification of a Contract”; and Form NRCS-CPA-152, “CPC Transfer Agreement.” The contract sets forth the terms and conditions for program participation for the program identified in this Appendix.
- ii. The Natural Resources Conservation Service or NRCS.—An agency of the United States Department of Agriculture (USDA). NRCS is administering this contract on behalf of the Commodity Credit Corporation (CCC). Therefore, where this contract refers to “CCC”, NRCS may act on its behalf for the purposes of administering this contract.
- iii. Participant.—A person, legal entity, joint operation, Indian tribe that is a producer, or other eligible party who has applied for participation in the program, has been selected as eligible for participation, and who has entered into this contract as responsible for implementing its terms and conditions. Any participant 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 participant on the contract may approve payment applications for the contract unless signatory is specifically not granted or assigned on the Contract Forms NRCS-CPA-1202 or NRCS-CPA-152.

2. ELIGIBILITY REQUIREMENTS

- A. The participant must, upon request, provide evidence to NRCS demonstrating that such participant controls the land during the contract period. By signing this contract, the participant certifies that such participant will control the land subject to the contract for the contract period.
- B. Land otherwise eligible for the applicable program shall not be eligible, except as agreed otherwise, in writing, by NRCS, if the land is subject to a deed or other restriction prohibiting the production of agricultural commodities or where a benefit has or will be obtained from a Federal agency in return for the participant’s agreement not to produce such commodities on the land during the same time as the land would be enrolled in the program. By offering land for enrollment, the participant certifies as a condition for payment that no such restrictions apply to the subject land.
- C. The participant shall not be eligible for payments for implementation of conservation practices or activities that the participant is required to implement to address non-compliance with 7 CFR Part 12, “Highly Erodible Land and Wetland Conservation.” Contract payment will not be delayed for conservation practices or activities completed while in noncompliance with 7 CFR Part 12 or for the purpose of circumventing the payment eligibility requirements set forth in 7 CFR Part 12.

U. S. DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE (NRCS)
APPENDIX TO FORM NRCS-CPA-1202, “CONSERVATION PROGRAM CONTRACT”

3. AGREEMENT

- A. The participant agrees to—
- i. Enroll eligible land into the program for the period of time as specified on Form NRCS-CPA-1202 beginning on the date this contract is executed by NRCS;
 - ii. Comply with the terms and conditions of this contract;
 - iii. Establish, maintain, and replace, as specified in this contract, the conservation practices or activities agreed to in Form NRCS-CPA-1155 and, if applicable, Form NRCS-CPA-1156;
 - iv. Complete a conservation practice or activity within the first 12 months of the contract. NRCS may extend the timeframe for completion if NRCS determines that the participant is unable to complete the conservation practice or activity for reasons beyond their control.
 - v. Install conservation practices and activities according to the implementation requirements, designs, constructions plans, or other documents in order to meet the applicable NRCS technical criteria, and if not in possession of such information, contact your local office before installing your conservation practices and activities
 - vi. Obtain the authorities, permits, easements, or other approvals necessary for the implementation, operation, and maintenance of the conservation practices or activities in accordance with applicable laws and regulations;
 - vii. Discontinue implementation and notify NRCS immediately if during the construction of any conservation practice or activity a previously unknown, unexpected, or unidentified endangered species, archeological, cultural, or historical site is encountered or the prescribed conditions for mitigation purposes have changed;
 - viii. Not undertake any action on land under the participant's control which tends to defeat the purposes of this contract, as determined by NRCS;
 - ix. Not start any financially-assisted conservation practice or activity before this contract is executed by NRCS, unless NRCS approves a waiver;
 - x. Complete and file Form CCC-902, “Farm Operating Plan,” and as needed Form CCC-901, “Member’s Information,” as required by USDA under 7 CFR Part 1400, “Payment Limitation and Payment Eligibility.” participants also agree to maintain updated information with the Farm Service Agency as provided in 7 CFR Part 1400.
 - xi. File forms required by NRCS for applicable payment limitation determinations.
 - xii. File Form CCC-941, “Average AGI Certification and Consent to Disclosure of Tax Information,” required by USDA for Adjusted Gross Income (AGI) determinations.
 - xiii. Provide to NRCS, upon request, completed Form NRCS-CPA-1257 “Landowner Concurrence for Structural or Vegetative Activities,” or other written concurrence from the landowner that identifies the participant has authority to install structural or vegetative

U. S. DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE (NRCS)
APPENDIX TO FORM NRCS-CPA-1202, “CONSERVATION PROGRAM CONTRACT”

conservation practices or activities.

- xiv. File Form NRCS-CPA-1245, “Practice Approval and Payment Application,” upon completion of a contracted conservation practice or activity, in order to receive payment.
 - xv. Retain all records, including receipts, as proof of completion and payments, and other documents related to this contract for a period of three (3) full years after completion of the terms of this contract, and give to 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; and
 - xvi. Allow access to the land under contract to the NRCS representative, or its representative, for monitoring progress on this contract. NRCS shall provide reasonable notification to the participant prior to entering the land under contract.
 - xvii. Not engage the services of a certified technical service provider (TSP) before this contract is executed by NRCS. If interested in obtaining funds for TSP services, the participant must make a request to NRCS. NRCS will determine if funds are available for TSP services and will work with the participant to modify the contract accordingly. Under no circumstances will NRCS reimburse participants for TSP services obtained prior to approval of such reimbursement under the contract. The participant must submit invoices from the certified TSP for the work performed and any other documentation needed for NRCS to determine the technical services were completed in accordance with NRCS requirements. The participant is responsible for ensuring that the TSP services meet program requirements. NRCS may seek repayment of any TSP payments made to the participant if NRCS terminates this contract, as provided under paragraphs 6 and 7 of this Appendix.
 - xviii. Conduct business with NRCS employees and representatives in a respectful manner and ensure safety of NRCS employees and representatives while on site.
- B. NRCS agrees, subject to the availability of funds, to:**
- i. Approve payment to the participant for completing an eligible conservation practice or activity as scheduled in Forms NRCS-CPA-1155 or NRCS-CPA-1156, if applicable, as described herein. This contract is a financial assistance agreement, not a procurement contract. As such, it is not subject to 5 CFR Part 1315, “Prompt Payment,” and is governed by the terms set forth herein.
 - ii. Approve payments based on the actual extent of the conservation practice or activity implemented. NRCS will approve payments based on the payment rate and extent agreed to in Forms NRCS-CPA-1155 or NRCS-CPA-1156. NRCS will only approve payments for conservation practices or activities the participant completes within the contract period of performance and that meet or exceed the requirements described in the NRCS standards and specifications, designs, job sheets or guide sheets;
 - iii. Approve payments submitted on Form NRCS-CPA-1245 based upon the shares to which the parties have agreed as set forth on Form NRCS-CPA-1202.

U. S. DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE (NRCS)
APPENDIX TO FORM NRCS-CPA-1202, “CONSERVATION PROGRAM CONTRACT”

4. PERIOD OF PERFORMANCE

This contract is effective when signed by the participant and executed by an authorized representative of NRCS. The contract term begins on the date NRCS executes the contract as indicated on the Forms NRCS-CPA-1202 or NRCS-CPA-152 and shall not exceed the maximum length authorized for the program. All required participants must sign this contract within the timeframe established by NRCS. 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 participant to either modify this contract consistent with the provisions of such statute or agree to contract termination.

5. CONTRACT CORRECTION, MODIFICATION, AND TRANSFER

A. Contract Correction.—NRCS reserves the right to correct all errors in entering data or the results of computations in this contract. If the participant does not agree to such corrections, NRCS shall terminate the contract.

B. Contract Modification.—NRCS and the participant may agree to modify this contract upon determination and approval of NRCS that the modification is consistent with the purposes of the program and is in the public interest. Any participant on the contract may approve modifications for the contract on behalf of all participants unless such signature authority is specifically denied on Form NRCS-CPA-1202.

C. Contract Transfer.

- i. The participant must provide written notice to NRCS within 60 days of any voluntary or involuntary loss of control of any acreage under the contract, including changes in a participant’s ownership structure or corporate form. NRCS will terminate the contract, if timely notice is not provided, if an eligible producer is not identified in the notice, or if the new producer is not approved by NRCS to accept the terms and conditions of the contract.
- ii. NRCS may approve a transfer of the contract if the new producer meets the program eligibility requirements within a reasonable time frame as determined by NRCS, the new producer agrees to assume the rights and responsibilities for the acreage under the contract, and NRCS determines that the purposes of the program will continue to be met.
- iii. Until NRCS approves the transfer of contract rights, a new producer is not a participant and may not receive payment for conservation practices or activities commenced prior to approval of the contract transfer. When NRCS approves a contract transfer, the transferee accepts all rights and responsibilities, including the right to payment for activities and practices implemented on the transferred land.

6. CONTRACT VIOLATION AND TERMINATION

A. If a participant fails to carry out the terms and conditions of this contract NRCS may terminate this contract. NRCS may require the participant to refund payments received under this contract, or if not terminated, require the participant to accept such adjustments in subsequent payments as are determined to be appropriate by NRCS.

U. S. DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE (NRCS)
APPENDIX TO FORM NRCS-CPA-1202, “CONSERVATION PROGRAM CONTRACT”

- B. 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 statute or regulation.
- C. NRCS and the participant may agree to terminate this contract if NRCS determines that the termination is in the public interest.
- D. NRCS may determine that a participant is not in violation of the contract for failure to comply with the contract if the circumstances for failing to comply were beyond the control of the participant, including a disaster or related condition, as determined by the NRCS.
- E. The contract terminates upon death of the participant unless the estate or other successor of the deceased participant, as determined by NRCS, assumes responsibility for the contract and meets applicable eligibility requirements in accordance with paragraph 5 above. NRCS may transfer the contract to the estate or deceased participant successor by completing Form NRCS-CPA-152. The transfer agreement is not in effect until approved by NRCS. NRCS will issue payment and approve transfers in accordance with guidance provided in applicable provisions of 7 CFR Parts 707, “Payments Due Persons Who Have Died, Disappeared, or Have Been Declared Incompetent,” and 1400 as determined by NRCS. If the estate or authorized representative is identified by operation of State law, in a court-approved document, or a will, the estate or other authorized representative will be considered as appointed by the participant under the terms of the contract appendix. The term “estate representative” also refers to the heirs where the operation of law does not require the establishment of a formal estate.

7. PAYMENT COLLECTION AND RECOVERY OF COST

- A. Collection of amounts due from a participant for contract violation, improper payment, or any other reason will follow procedures of 7 CFR Part 3 “Debt Management.” NRCS will notify the participant 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.
- B. In the event a participant violates the terms of this contract, the participant voluntarily terminates this contract before any contractual payments have been made, or this contract is terminated with cause by NRCS, NRCS will incur substantial costs in administering this contract which may not be possible to quantify with certainty. The participant agrees to pay, at the time of termination, liquidated damages in an amount equal to 10 percent of the total financial assistance obligated to the participant in this contract. The liquidated damage payment is for recovery of administrative costs and technical services and is not a penalty.

8. OPERATION AND MAINTENANCE OF CONSERVATION PRACTICES OR ACTIVITIES (O&M AGREEMENT)

The participant agrees to operate and maintain (O&M) all conservation practices or activities included within this contract. The participant’s O&M responsibilities begin when they complete the conservation practice or activity, as determined by NRCS, and shall continue through the end of the practice or activity lifespan. Failure to carry out O&M may result in NRCS terminating this contract.

9. PROVISIONS RELATING TO TENANTS AND LANDLORDS

U. S. DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE (NRCS)
APPENDIX TO FORM NRCS-CPA-1202, “CONSERVATION PROGRAM CONTRACT”

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

- A. The landlord or operator has not given the tenants that have an interest in the agricultural operation covered by the contract, or that have a lease that runs through the contract term at the time of sign up, an opportunity to participate in the benefits of the program.
- B. The landlord or operator 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 and no further payments shall be made.

10. MISREPRESENTATION AND SCHEME OR DEVICE

A participant who is determined to have erroneously represented any fact affecting a determination with respect to this contract and the regulations applicable 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 participant must refund to NRCS all payments received plus interest. In addition, NRCS may terminate the participant’s interest in all conservation program contracts. The provisions of this paragraph of the Appendix shall be applicable in addition to any other criminal and civil fraud statutes.

11. RIGHTS TO APPEAL AND REQUEST EQUITABLE RELIEF

A. The participant may appeal an adverse decision under this contract in accordance with the appeal procedures set forth at 7 CFR Part 11, “National Appeals Division,” Subpart A, and part 614, “NRCS Appeal Procedures.” Pending the resolution of an appeal, no payments shall be made under this contract. Before a participant seeks judicial review, the participant must exhaust all appeal rights granted within these regulations.

B. The participant may also request equitable relief as provided under 7 U.S.C. 7996, “Equitable Relief from Ineligibility for Loans, Payments, or Other Benefits,” and 7 CFR Part 635 “Equitable Relief from Ineligibility.”

12. DRUG-FREE WORKPLACE (2 CFR Part 182 and 2 CFR Part 421)

By signing this contract, the participant certifies that the participant will comply with the requirements of 2 CFR Part 182. “Governmentwide Requirements for Drug-Free Workplace (Financial Assistance),” and 2 CFR 421, “Requirements for Drug-Free Workplace (Financial Assistance).” If it is later determined that the participant knowingly rendered a false certification, or otherwise violated the requirements of the Drug-Free Workplace Act, NRCS, in addition to any other remedies available to NRCS under this contract or in general to the United States, may take action authorized under the Drug-Free Workplace Act.

13. CIVIL RIGHTS REQUIREMENTS

The participant agrees to follow proper rules and regulations in accordance with the requirements of Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendment, 1972; Section 504 Rehabilitation Act, 1973; Age Discrimination Act, 1975; and all other departmental rules and regulations, enforcing nondiscrimination in program delivery.

U. S. DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE (NRCS)
APPENDIX TO FORM NRCS-CPA-1202, “CONSERVATION PROGRAM CONTRACT”

Agriculture Management Assistance (AMA) Provisions

1. GENERAL TERMS

- A. The regulations in 7 CFR Part 1465 and any other applicable regulations are incorporated, by reference, herein. In the event of a conflict between these regulations and the terms of this Appendix, the provisions of the regulations will prevail.
- B. In addition to the documents identified in the general provisions, the contract also incorporates the following documents, to which the participant is bound:
 - i. Conservation Plan and plan maps
 - ii. Operation and Maintenance Plans, as applicable

2. PROGRAM ELIGIBILITY REQUIREMENTS

- A. The participant must be an eligible producer as defined in 7 CFR Part 1465 for AMA.
- B. AMA participants are not required to meet the highly erodible land (HEL) – wetland compliance (WC) provisions.

3. PAYMENT

- A. Total payments made either directly or indirectly to a person or legal entity from NRCS, the Risk Management Agency (RMA), and the Agricultural Marketing Service (AMS) under the program may not exceed \$50,000 in any fiscal year. By signing the program contract, AMA participants are certifying they will not receive payments directly or indirectly from NRCS, RMA, and AMS that exceed \$50,000 in any fiscal year.
- B. If the payment limitation is exceeded because of an NRCS error or otherwise, a refund is required from the participant for the amount exceeding the payment limitation.
- C. Advance payments are not authorized under AMA.
- D. Participants who are eligible for AMA and self-certify as meeting the requirements of any historically underserved (HU) designations are eligible for an increased payment rate.

4. PERIOD OF PERFORMANCE

This AMA contract shall have a term not to exceed 10 years from the date of contract execution as indicated on the Form NRCS-CPA-1202.

By signing this document, you acknowledge and agree that all the information provided is true and accurate on your behalf. Any false certifications made by participants by signing this Appendix may subject the participants to criminal and civil fraud statutes. You further acknowledge that you have read and accept all terms and conditions provided in this Appendix.

_____ Date _____
_____ Date _____
_____ Date _____

U. S. DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE (NRCS)
APPENDIX TO FORM NRCS-CPA-1202, "CONSERVATION PROGRAM CONTRACT"

_____ Date _____

_____ Date _____

NOTE: This information collection is exempted from the Paperwork Reduction Act. The provisions of appropriate criminal and civil fraud, privacy and confidentiality, and other statutes may be applicable to the information provided.

USDA is an equal opportunity provider, employer, and lender.