***REVISED: 07/16/2013***

AGREEMENT

PURSUANT TO THE NIST ORGANIC ACT

THROUGH WHICH

***[requesting Federal agency]***

IS OBTAINING

***[state what they are obtaining]***

FROM

***[name of your operating unit (OU)]***

NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY

U.S. DEPARTMENT OF COMMERCE

**Agreement No. *[\_\_\_]***

***[Instructions for using this template are highlighted in green. Insert the requested information any place that is bracketed, italicized, bolded, and highlighted in yellow. Before type finalizing the agreement and submitting for legal review, remove all brackets, italics, bold, and highlighting.]***

1. PARTIES AND PURPOSE

This document establishes an agreement between the ***[requesting agency]*** and ***[name of NIST OU]***, National Institute of Standards and Technology (NIST), U.S. Department of Commerce, through which ***[requesting agency]*** will pay NIST for ***[provide a general description of the good/service for which the other agency is paying].***

2. BACKGROUND

***[Provide background information which addresses why the other agency is requesting the goods/services.]***

3. AUTHORITY

The authorities for this agreement are:

(A) The NIST Organic Act, 15 U.S.C. §§ 273, ***[choose one: 275a or 275b]***, and 278b, which authorize NIST to exercise its functions for the Government of the United States and to accept reimbursement for the provision of such functions.

***[NOTE: Pick either 275a or 275b. Most of the time 275a will apply. Section 275b applies only when NIST is performing work for another agency in compliance with a specific statute that either: (1) names the Secretary of Commerce or NIST as a consultant or (2) calls upon the Secretary of Commerce or NIST to support or perform any activity for or on behalf of another Government agency.]***

(B) ***[Set forth NIST’s programmatic authority to undertake the activities the other agency is requesting NIST do.]***

(C) ***[Set forth the other agency’s programmatic authority to engage in the activities contemplated in the agreement.]***

4. TERMS AND CONDITIONS

(A) ***[Requesting agency]*** will transfer $***­­­­[insert amount]*** to NIST as reimbursement for undertaking the activities contemplated by this agreement. NIST will be reimbursed for all costs incurred. The transfer will be ***[\_\_\_\_\_]*** ***[NOTE: Pick one: be made in advance, be on a reimbursable basis every quarter, or be on a reimbursable basis every month]***.

(B) Work to be undertaken and deliverables to be provided:

***[This section must include the following information:***

***a) clear and specific description of the tasks to be completed and deliverables to be provided for the total amount to be transferred; and b) method and frequency of performance reporting.]***

(C) Will contractors be used to carry out any of the work under this agreement? ***\_\_\_ yes \_\_\_ no.***

If **no**, the following term is incorporated into this agreement:

 No NIST contractors will perform work under this agreement; continue to (D).

If **yes**, the following term is incorporated into this agreement:

 NIST contractors and their employees may perform incidental work under this agreement. Intellectual property developed by such contractors/employees is governed by the FAR clauses contained in the NIST contract, which include the right of the contractor to elect to retain ownership of inventions under the Bayh-Dole Act (35 U.S.C. § 200 *et seq.*), and possible contractor ownership of data rights. NIST expects that approximately $***[insert amount]*** will be transferred to contractors to perform incidental work under this agreement, and the parties agree that should this estimate change, the estimate will be revised through an exchange of emails which will be retained in the official agreement file.

(D) Will students or U.S. citizens working under a NIST financial assistance award made under the authority of 15 U.S.C. § 278g-1 be used to carry out work under the agreement? ***\_\_\_ yes \_\_\_ no***.

If **no**, the following term is incorporated into this agreement:

 No students or U.S. citizens working under a NIST financial assistance award made under the authority of 15 U.S.C. § 278g-1 will perform work under this agreement; continue to (E).

If **yes**, the following term is incorporated into this agreement:

 Students at institutions of higher education and United States citizens working on NIST financial assistance agreements awarded under 15 U.S.C. § 278g-1 may perform work under this agreement. Rights to intellectual property developed by such students and United States citizens are governed by the Department of Commerce Financial Assistance Standard Terms and Conditions (January 2013), Section L.04 (<http://www.osec.doc.gov/oam/grants_management/policy/documents/DOC_Standard_Terms_and_Conditions_01_10_2013.pdf> ) NIST expects that approximately $***[insert amount]*** will be transferred to support such students and/or United States citizens to perform work under this agreement, and the parties agree that should this estimate change, the estimate will be revised through an exchange of emails which will be retained in the official agreement file.

(E) Will employees or agents of recipients working under a NIST financial assistance award issued pursuant to this agreement be used to carry out work under the agreement? ***\_\_\_ yes \_\_ no***.

 If **no**, the following term is incorporated into this agreement:

 No employees or agents of recipients working under a NIST financial assistance award will perform work under this agreement; continue to 5.

If **yes,** the following term is incorporated into this agreement:

 Employees or agents of recipients working under a NIST financial assistance award issued pursuant to this agreement may perform work under this agreement. Rights to intellectual property developed by such persons are governed by the DOC Financial Assistance Standard Terms and Conditions (January 2013), Section L.04 (<http://www.osec.doc.gov/oam/grants_management/policy/documents/DOC_Standard_Terms_and_Conditions_01_10_2013.pdf> ). NIST expects that approximately ***[$ insert amount]*** will be transferred to recipients to support their employees or agents to perform work under this agreement, and the parties agree that should this estimate change, the estimate will be revised through an exchange of emails which will be retained in the official agreement file.

5. ACCOUNTING DATA

|  |  |  |
| --- | --- | --- |
|   | **NIST** | ***[Requesting Agency]*** |
| Agency Location Code (ALC) | 13 06 0001 |  |
| Funding Expiration Date (requesting agency) |  |  |
| Business Event Type Code (BETC) | COLL |  |
| Business Partner Network Number (BPN) | 929956050 |  |
| Additional Accounting Classification /Information (Optional) |  |  |

Treasury Account Symbol (TAS) in Central Accounting System (CARS) format:

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Component TAS** | **SP** | **ATA** | **AID** | **BPOA** | **EPOA** | **A** | **Main** | **Sub** |
| NIST |  |  | 013 |  |  | X | 4650 | 000 |
| Requesting Agency |  |  |  |  |  |  |  |  |

6. DURATION OF AGREEMENT AND AMENDMENTS

This agreement will become effective when signed by the parties. The agreement will terminate on ***[date]***, but may be amended at any time by mutual written consent of the parties.

7. TERMINATION AND CANCELLATION CLAUSE

Any party may terminate this agreement by providing ***[\_\_\_\_]*** days written notice to the other party. If the ***[requesting agency]*** terminates the agreement, NIST is authorized to collect costs incurred prior to cancellation of the agreement plus any termination costs, up to the total value of the agreement.

8. RESOLUTION OF DISAGREEMENTS

Should disagreements arise on the interpretation of the provisions of this agreement or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration.  If agreement or interpretation is not reached within 30 days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution. If a dispute related to funding remains unresolved for more than 30 calendar days after the parties have engaged in an escalation of the dispute, disputes will be resolved in accordance with instructions provided in the Treasury Financial Manual (TFM) Volume I, Part 2, Chapter 4700, Appendix 10, available at [http://www.fms.treas.gov/tfm/index.html](http://www.fms.treas.gov/tfm/vol1/bull.html).

The parties agree that if there is a change regarding the information in this section, the party making the change will notify the other party in writing of such change.

9. CONTACTS

For NIST: For ***[requesting agency]***:

Administrative Point of Contact: Administrative Point of Contact:

|  |  |
| --- | --- |
| ***[Name]*** | ***[Name]*** |
| ***[Title]*** | ***[Title]*** |
| ***[Address]*** | ***[Address]*** |
| ***[Phone #]*** | ***[Phone #]*** |
| ***[Fax #]*** | ***[Fax #]*** |
| ***[E-mail address]*** | ***[E-mail address]*** |

For NIST: For ***[requesting agency]***:

Technical Point of Contact: Technical Point of Contact:

|  |  |
| --- | --- |
| ***[Name]*** | ***[Name]*** |
| ***[Title]*** | ***[Title]*** |
| ***[Address]*** | ***[Address]*** |
| ***[Phone #]*** | ***[Phone #]*** |
| ***[Fax #]*** | ***[Fax #]*** |
| ***[E-mail address]*** | ***[E-mail address]*** |

For NIST: For ***[requesting agency]***:

Financial Point of Contact: Financial Point of Contact:

|  |  |
| --- | --- |
| ***Julie Weiblinger*** | ***[Name]*** |
| ***Group Leader, Accounts Receivables Group, Finance Division*** | ***[Title]*** |
| ***100 Bureau Dr. Stop 1624, Gaithersburg, MD 20899-1624***  | ***[Address]*** |
| ***Phone # 301-975-2173*** | ***[Phone #]*** |
| ***Fax #301-975-2100*** | ***[Fax #]*** |
| ***julie.weiblinger@nist.gov*** | ***[E-mail address]*** |

For NIST: For ***[requesting agency]***:

Financial Reporting Contact: Financial Reporting Contact:

|  |  |
| --- | --- |
| ***[Reimbursable Accountant]*** | ***[Name]*** |
| **Reimbursables Group, Finance Division** | ***[Title]*** |
| **100 Bureau Drive, Stop 1624****Gaithersburg, MD 20899-1624** | ***[Address]*** |
| **Phone:** | ***[Phone #]*** |
| ***[Fax:***  | ***[Fax #]*** |
| ***[E-mail address]*** | ***[E-mail address]*** |

10. SIGNATURES

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***[signature of other agency’s authorizing official] Date***

***[typed name]***

***[typed title]***

***[typed name of other agency]***

***[typed address of other agency]***

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***[signature of a NIST authorizing official]*** Date

***[typed name]***

***[typed title]***

***[typed office at NIST]***

National Institute of Standards and Technology

U.S. Department of Commerce

***[typed address]***

***[List any attachment(s)]***