***Revised: 07/16/2013***

AGREEMENT

PURSUANT TO THE ECONOMY ACT

THROUGH WHICH

***[requesting Federal Agency]***

IS PURCHASING

***[state what they are purchasing]***

FROM

The 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 the National Institute of Standards and Technology (NIST), U.S. Department of Commerce (DOC), through which ***[requesting agency]*** will pay NIST for ***[provide a general description of the good/service for which the other party is paying].***

2. BACKGROUND

***[Provide background information which addresses why the goods/services are being requested.]***

3. AUTHORITY

The authorities for ***[requesting agency]*** and NIST to enter into this agreement are:

(A) the Economy Act, 31 U.S.C. § 1535, which provides that an agency may place an order with a major organizational unit within the same agency or another agency for goods or services if:

(1) amounts are available;

(2) the ordering agency decides the order is in the best interest of the United States Government;

(3) the agency to fill the order is able to provide or get by contract the ordered goods or services; and

(4) the agency decides ordered goods or services cannot be provided by contract as conveniently or cheaply by a commercial enterprise (payments must be made on the basis of the actual cost of goods or services provided).

(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. ECONOMY ACT FINDINGS

***[Requesting Agency]*** warrants that sufficient funding amounts are available, that this agreement is in the best interest of the United States Government, and that the services requested cannot be provided by contract as conveniently or cheaply by a commercial enterprise.

**Pursuant to 48 C.F.R. 17.505-2, a Determination and Finding Statement (signed by a Contracting Officer or other official designated by the agency to sign) is needed, and must be attached, if this agreement involves an assisted acquisition.**

***[NOTE: The Commerce Acquisition Manual identifies an “assisted acquisition” as “a type of interagency acquisition where the parties enter into an interagency agreement pursuant to which the servicing agency performs acquisition activities on the requesting agency’s behalf, such as awarding a contract, task order, delivery order, or blanket purchase agreement.” CAM § 1.4.2. Thus, assisted acquisition agreements include contract awards as well as task and delivery orders against existing contracts.]***

5. TERMS AND CONDITIONS

1. [***Requesting agency]*** will transfer $[insert amount] to NIST as reimbursement for the goods or services contemplated by this agreement. NIST will be reimbursed for all costs incurred. This transfer will be [\_\_\_\_\_\_] ***[Pick one: be made in advance, be on a reimbursable basis every quarter, or be on a reimbursable basis every month].***
2. Work to be undertaken and deliverables to be provided:

[This section must include the following information:

(1) clear and specific description of the tasks to be completed and deliverables to be provided for the total amount to be transferred; and

(2) 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 6.

 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.

6. 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 |  |  |  |  |  |  |  |  |

Amounts will be deobligated to the extent that (1) NIST has not incurred obligations before the end of the period of availability of that appropriation incurring the obligation; (2) NIST has not completed performance before the end of the period of performance of this agreement; or (3) NIST has completed performance under the agreement at a lower cost than estimated. ***[NOTE: your office may ask for advance payment for all of part of the estimated costs of furnishing the supplies or services, or payment may be made after the supplies and services have been furnished. Under no circumstances will the amount paid be more than the actual costs of the goods or services.]***

7. 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. ***[NOTE: Agreements should not exceed the period of availability of the funds.]***

8. 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 order plus any termination costs, up to the total value of the agreement.

9. 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, it 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.

10. 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 Dr. Stop 1624,** **Gaithersburg, MD 20899-1624**  | ***[Address]*** |
| **Phone:**  | ***[Phone #]*** |
| **Fax: #301-975-2100** | ***[Fax #]*** |
| ***Email:***  | ***[E-mail address]*** |

11. 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 NIST authorizing official]*** ***[date]***

***[typed name]***

***[typed title]***

**National Institute of Standards and Technology**

**U.S. Department of Commerce**

***[typed address]***

Attachments:

***[List and number any attachments]***

***ATTACHMENT***

*DETERMINATION AND FINDING PURSUANT TO 48 CFR 17.502-2*

***[Requesting Agency]*** warrants: ***[NOTE: place a check in each space for each finding to indicate it has been substantiated.]***

\_\_\_\_\_ that use of an interagency acquisition is in the best interest of the United States Government; and

\_\_\_\_\_ that the services requested cannot be provided by contract as conveniently or economically by a commercial enterprise; and

**[*NOTE: place a check next to the item. At least one must apply]***

***\_\_\_\_\_*** that the acquisition will appropriately be made under an existing contract of the servicing agency, entered into before placement of the order, to meet the requirements of the servicing agency for the same or similar supplies or services.

\_\_\_\_\_ that the servicing agency has capabilities or expertise to enter into a contract for such supplies or services which is not available within the requesting agency.

\_\_\_\_\_ that the servicing agency is specifically authorized by law or regulation, i.e., ***[set forth the citation for the law or regulation]***, to purchase such supplies or services on behalf of other agencies.

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

***[name of official of the other party who [date]***

***has authority to sign this D&F, i.e.,***

***either a contracting officer or other official***

***designated by the agency to sign the D&F]***

***[title and office]***

***[address]***

***[phone, fax, and e-mail]***

***[name of agency]***