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

AGREEMENT

PURSUANT TO THE NIST ORGANIC ACT

THROUGH WHICH

***[requesting organization]***

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

2. BACKGROUND

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

3. AUTHORITY

The authorities for NIST to enter into this agreement are:

(A) The NIST Organic Act, 15 U.S.C. §§ 273, 275a, and 278b, which authorize NIST to exercise its functions for other organizations and to receive reimbursement or advance payment based upon fixed prices or actual costs.

(B) ***[Set forth NIST’s statutory authority to undertake the activities the other party is requesting NIST do (i.e., NIST’s programmatic authority).]***

4. TERMS AND CONDITIONS

(A) ***[Requesting organization]*** 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) NIST’s ability to continue to undertake the activities contemplated in this agreement is subject to the continued availability of Federal appropriations.

(D) 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 (E).

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.

(E) 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 (F).

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.

 (F) 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. BILLING AND PAYMENT

 (A)Accounting Data

|  |  |  |
| --- | --- | --- |
|   | **NIST** | ***[Requesting Organization]*** |
| Business Partner Network (BPN) numberDUNS number | 929956050 |  |
| Employer/Taxpayer Identification Number (EIN/TIN): | 53 0205706 |  |

(B) Payment Options and Instructions

*The National Institute of Standards & Technology (NIST) has multiple payment methods available for customers to pay our Reimbursable Activities invoices.*

All **billing terms** are **net 30 days** for domestic customers. Payment must be received or late fees will be accessed.

**No discounts are allowed** for early payment.

We **cannot accept a Letter of Credit** as a form of payment.

**Acceptable payment methods are:**

|  |  |  |
| --- | --- | --- |
| **Form of Payment** | **Process Payment by:** | **Customer Type** |
| **ACH** | PAY.GOV | Non-Fed(within US) & Foreign |
| **Credit Card** | PAY.GOV | Non-Fed(within US) & Foreign |
| **Check**  | Bank | Non –Fed(within US) & Foreign |
|  (denominated in USD) |  |  |
|  |  |  |
| **Wire****IPAC** | FedwireUS Treasury IPAC System | Non – Fed (within US) & ForeignFor Federal Customers only |

1. ***PAY.GOV***

**For NIST invoices only**, electronic payments can be submitted through Pay.gov by ACH, Visa, Master Card, Discover, American Express, or debt card. Go to [www.pay.gov](http://www.pay.gov). Bypass the user id and password section; you do not need to be registered with Pay.gov to make a payment against our invoices. To locate the payment forms click on “by Agency Name” on the left hand side of the menu bar. Find and select the National Institute of Standards and Technology. Choose the appropriate NIST payment form that best fits your invoice (for Reimbursable Invoices – Choose NIST Miscellaneous Payments). Complete all required fields and submit your payment.

Note: For ACH payments, please verify with your banking institution that your account is set up to have ACH payments processed.

1. ***Wire Payments***

Payments may also be sent by wire using the US Department of Treasury FEDWIRE system and it can be done so to the following bank:

Treas NYC (Account is with the Federal Reserve Bank of New York)

U.S. Dept of Treasury

33 Liberty Street

New York, NY 10045

202-874-7132

In Payment Details field, CL329930001

ABA# 021030004

ALC# 13060001

Account Name: TREAS NYC/CTR/BNF=NIST/AC-13060001

# *We cannot accept wires payment made through the Swift system only FEDWIRE. Therefore, we do not have a Swift code.*

Our account number and name are of critical importance and must be referenced in order for NIST to be properly credited with your payment. It must appear in the precise manner shown to allow for the automated processing and classification of the funds transfer message. In addition, please refer to the NIST invoice/receivable number, your purchase order number, your country, and any other pertinent information that would help us identify what your company is paying.

This transfer of funds can only be accomplished by your company going through a U.S. Correspondent Bank or by having your country’s central bank send a swift telecommunication system message to the Federal Reserve Bank. *Be sure to cover any processing fees your bank may charge you.*

1. ***Check Payments –* For both Non-Fed (within US) and Foreign**NIST accepts check payments as a form of payment. Please refer to the address listed on the middle bottom of your Reimbursable Bill to send the payment in.

The following address can also be used to send in checks to NIST:

 NIST

 100 Bureau Drive, STOP 1624

 Gaithersburg, MD 20899-1624

Please remember that all checks must be drawn on a United States Bank and made payable in US Dollars. All foreign checks must be mailed to the Receivables office for deposit. In addition, please continue to reference the NIST invoice/receivable number on the check stub.

For questions regarding NIST payments options, please contact NIST Receivables at 301-975-3880 from 8:30 am until 5:00pm EST.

(C) Billings

*For billing purposes, please provide the following information:*

*Specify if invoices will be:*

*Mail only \_\_\_\_**Email only \_\_\_\_**Mail & Email \_\_\_\_*

*Billing/Payables Department Contact Name:* *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*Contact Phone Number/Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*Mailing Address for Invoices (if applicable):*

*Email Address for Invoices (if applicable):*

*Special Instructions or description to be included on invoice:*

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 organization]*** terminates the agreement, NIST is authorized to collect costs incurred prior to cancellation of the agreement plus any termination costs.

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.

9. CONTACTS

For NIST: For ***[requesting organization]***:

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 organization]***:

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 organization]***:

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 organization]***:

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

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.

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

***[signature of other party] [date]***

***[name]***

***[title]***

***[address]***

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

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

***[name]***

***[ title]***

***[NIST OU]***

National Institute of Standards and Technology

U.S. Department of Commerce

***[address]***

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