

NIST-603 (11-2018) NIST P 4100.00		<div style="text-align: center;">  <b>National Institute of Standards and Technology</b>          U.S. Department of Commerce       </div>				Page:	
						Status:	
<b>PROFORMA INVOICE FOR NIST GOODS AND SERVICES</b>							
Order #		Order Date	Shipment Date	Cust. PO Number	Payment Terms	Bill To Acct #	Ship To Acct #
Bill To Name and Address:				Ship To Name and Address:			
Destination Contact		Destination Phone		Destination Email			
Billing Email		Shipping Carrier		Shipping Account			
VAT #/TAX ID		Customs #		Import License #		(For Official Use) CBS Customer/Contact #	
SKU #	Item Description			Order Quantity	Unit Price	UOM	Total
<b>REMITTANCE INFORMATION – All Values in U.S. Dollars</b>  1. Please include your order number on your payment.  2. Electronic payments via credit card, debit card, or ACH (US Banks only) may be submitted by logging onto your account on <a href="https://shop.nist.gov/">https://shop.nist.gov/</a> . Navigate to 'My Account' > 'My Invoices/Receipts' and click 'Pay'.  Note: For ACH payments, please verify with your banking institution that your account is set up to process ACH payments.  4. Checks are NOT accepted  5. For wire transfer instructions go to: <a href="https://shop.nist.gov/ccrz_CCPage?pageKey=PI">https://shop.nist.gov/ccrz_CCPage?pageKey=PI</a> .  For questions regarding remittance information, please contact the NIST Receivables Group via email at <a href="mailto:billing@nist.gov">billing@nist.gov</a> .					Net Invoice		
					Shipping		
					Total Invoice		
					Less Prepayment		
					<b>TOTAL AMOUNT DUE</b>		
<div style="text-align: center;"> <b>NIST Contact</b>  <b>James A. Fedchak</b>            100 Bureau Drive, Stop 8400            Gaithersburg, MD 20899-8400            Email: <a href="mailto:Calibrations@nist.gov">Calibrations@nist.gov</a> </div> <div style="text-align: center;">  </div>							
					Associate Director for Measurement Services, PML/NIST		
Notes/Remarks:							

## **NIST Calibrations Terms and Conditions**

- 1. Introduction** - The National Institute of Standards and Technology provides calibration services. This Calibration Cooperative Research and Development Agreement (CRADA) is entered into by and between collaborator/customer and the National Institute of Standards and Technology (NIST), a government agency with an office at 100 Bureau Drive, Stop 8363, Gaithersburg, MD 20899-8363.
- 2. Authority** - The parties enter into this Agreement pursuant to 15 USC 3710a and 15 USC 272(b)(6) and (c)(2), which give NIST the authority to enter into CRADAs in order to assist industry in the development of measurements, measurement methods, and basic measurement technology by testing or calibrating standards and standard measuring apparatus.
- 3. Calibration** - The purpose of the CRADA is to perform the calibrations listed on this Pro Forma Invoice. In certain cases, expenses for travel of NIST personnel for the purpose of installation of calibration equipment owned by NIST, which may include training to use said equipment, may be included in the Pro Forma Invoice. All travel is to be in accordance with applicable Federal regulations and NIST policies.
- 4. CRADA Protected Information** - In accordance with 15 U.S.C. § 3710a(c)(7)(B), NIST agrees not to disseminate "CRADA Protected Information" for a period of five (5) years after its development. "CRADA Protected Information" includes, but is not limited to, the types of calibrations performed, the cost of the performed calibrations, all data related to the measurements performed on the Collaborator's equipment, and the official Report of Calibration or Test issued by NIST. As required by 5 U.S.C. § 2302(b)(13), any restriction with respect to disclosure by a Government employee must be consistent with, not supersede, nor conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling. This paragraph shall not be construed to authorize the withholding of information from Congress or the taking of any personnel action against an employee who discloses information to Congress.
- 5. Intellectual Property** - The parties do not intend to create intellectual property (IP) while working under this Agreement. The Collaborator affirmatively declines licensing or other rights in IP developed by NIST under this Agreement.
- 6. Duration of Agreement** - This agreement becomes effective when signed by the parties. The agreement will terminate upon the issuance of a Report of Calibration or Test by NIST and payment to NIST for calibration services by the Collaborator, whichever occurs later. Termination of the agreement does not affect the duration of the CRADA Protected Information defined herein.
- 7. Amendments or Changes to Existing Orders** - Any changes to an accepted/signed Calibration Service Pro Forma Invoice will be treated as an amendment and a new Calibration Service Pro Forma Invoice outlining the requested changes is required. Some examples include but are not limited to the following:
- Changes to the description of the instrument/device/artifact requiring calibration services.
  - Additional Service ID/SP 250 # calibration service requests.
  - Cost changes (increase or decrease) to the total amount on the approved/signed Calibration Service Pro Forma Invoice.
- 8. Termination and Cancellation Clause** - Any party may terminate this agreement by providing 10 days written notice to the other party. If the Collaborator terminates the agreement, NIST is authorized to collect costs incurred prior to cancellation of the agreement plus any termination costs. If the instrument/device/artifact arrives at NIST in a damaged condition that precludes NIST from providing the calibration service requested, the approved/signed Calibration Service Pro Forma Invoice will be cancelled. A new Calibration Service Pro Forma Invoice is required for any replacement instrument/device/artifact requested to be calibrated.
- 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.
- 10. Limitation on Liability** - The U.S. Government shall not be responsible for damage to any property of the Collaborator provided to NIST under this Agreement.
- 11. Use of NIST Instrumentation at a User's Facility** - The delivery of certain measurement services requires that NIST equipment be loaned to the Customer for on-site measurements and/or calibrations. Collaborator shall return NIST equipment loaned to Collaborator upon completion of on-site measurements and/or calibrations, or termination of this agreement, whichever occurs first. The Collaborator is responsible for the NIST equipment once it leaves NIST until it is returned to NIST's possession. The Collaborator will obtain appropriate liability insurance, including property damage insurance, and will be required to present evidence of insurance coverage for the equipment in an amount not less than \$100,000, or alternatively, not less than the amount specified by NIST in the documentation accompanying the equipment.
- 12. Invoicing information - Payment Terms:** Domestic - Net 30 days; Canada, Mexico - Net 45 days; Other International – Prepay. Refer to Remittance Information on Page 1. NIST Federal Identification Number: 53-0205706 NIST DUNS Number: 929956050 W-9 Mail to: NIST Receivables Group, 100 Bureau Drive, Stop 1624 Gaithersburg, MD 20899-1624
- 13. References to NIST in Advertisements** - The results of calibrations and tests performed by NIST are intended solely for the use of the organization requesting them, and apply only to a particular device or specimen at the time of its test. The results shall not be used to indicate or imply that they are applicable to other similar items. In addition, such results must not be used to indicate or imply that NIST approves, recommends, or endorses the manufacturer, the supplier, or the user of such devices or specimens, or that NIST in any way "guarantees" the later performance of items after calibration or test. Collaborator may state as a fact that calibrations provided by NIST under this agreement are used in part to establish metrological traceability to NIST.
- NIST declares it to be in the national interest that NIST maintain an impartial position with respect to any commercial product. Advertising the findings on a single instrument/device/artifact could be misinterpreted as an indication of performance of other instruments/devices/artifacts of identical or similar type. There will be no objection, however, to a statement that the manufacturer's primary standards have been periodically calibrated by NIST, if this is actually the case, or that the Collaborator might arrange to have NIST calibrate the item purchased from the manufacturer.
- NIST does not approve, recommend, or endorse any product or proprietary material. No reference shall be made to NIST or to reports or results furnished by NIST in any advertising or sales promotion, which would indicate or imply that NIST approves, recommends, or endorses any product or proprietary material, or which has as its purpose an intent to cause directly or indirectly the advertised product to be used or purchased because of NIST test reports or results.

## NIST Calibrations Terms and Conditions

**14. Contracts and Signed Statements** - As an agency of the United States Federal Government, Department of Commerce, the National Institute of Standards and Technology attests solely to the provisions described above. Receipt of orders by NIST does not imply acceptance of any provisions set forth in the order that are contrary to the policy, practice, or regulations of NIST or the U.S. Government. In general, NIST will not sign any affidavits, acknowledgement forms, or other documents that may be required by any domestic or foreign entity for policy governing procurement of goods and services. The terms and conditions of this Pro Forma Invoice supersede any conflicting and/or additional terms and conditions included in any purchase request or other document submitted to request NIST calibration services.

**15. Shipping, Insurance, and Risk of Loss** - All shipping expenses are the responsibility of the Collaborator.

### 16. Shipping Procedures

- All shipping expenses are the responsibility of the Collaborator. The U.S. Government cannot pay for shipping insurance. Insurance for shipping to and from NIST is the responsibility of the Collaborator. Consult with NIST contact on shipping costs and billing.
- Ship only items in good repair. Apparatus in disrepair will not be calibrated. If defects are found after calibration has begun, the procedure will be terminated, a report issued, and a charge levied for work completed.
- Use strong, reusable packing materials and containers marked clearly and indelibly on the outside with the requestor's name, address and the following notation: REUSABLE CONTAINER, DO NOT DESTROY.
- Follow any special shipping procedures, including license and preauthorization requirements given in the technical sections of the Calibration Services Users Guide, particularly those sections covering radiation and dosimetry measurements.
- Insure the shipments to and from NIST and clearly state the method of return shipment. NIST will not assume liability for loss or damage unless such loss and damage result solely from the gross negligence of NIST personnel. If return shipment by parcel post is requested or is suitable, NIST will prepay the return shipment but will not insure it. When no shipping or insurance instructions are furnished, NIST will return the shipment by common carrier, collect and uninsured.
- Shipments to NIST must be at FOB destinations (Customer pays for shipping).
- Return shipments are sent FOB origin (Customer pays for shipping) or are shipped by NIST and billed to Customer by prior arrangement.

**17. NIST Quality System** - NIST has implemented a quality system for its measurement services. The NIST Quality System (NIST QS) comprises policies and procedures that are documented in the NIST Quality Manual (NIST QM-I). NIST commits that the NIST QS be, to the extent allowed by statute and regulation, in conformity with the international standard ISO/IEC 17025 and the requirements of ISO 17034 as they apply to the Standard Reference Materials® (SRMs) and related services that NIST delivers. In general, the scope of the NIST quality system for measurement services encompasses all services listed on the NIST Storefront and in the Standard Reference Materials Catalog. In particular, specific services covered by the NIST QS are those that are declared in conformity by the NIST Quality Manager. For further details, consult the NIST Quality Manual for Measurement Services (NIST QM-I), available for download at <http://www.nist.gov/qualitysystem/>.

### 18. Traceability

- The primary purpose of the NIST Policy on Traceability (<http://www.nist.gov/traceability>) is to state the NIST role with respect to traceability. The Policy presents the definition of measurement traceability used by NIST, and clarifies the roles of NIST and others in achieving traceability of measurement results for measurements both internal and external to NIST.
- The NIST Policy on Traceability also addresses the role of NIST in providing its customers with the tools they need (a) to assist them in establishing traceability of their measurement results, and (b) to assess the claims of traceability made by others. This is achieved directly through the provision of NIST measurement-related products and services, through collaboration with relevant organizations, through development and dissemination of technical information on traceability, and through conducting coordinated outreach programs.
- Merely having an instrument or artifact calibrated at NIST is not enough to make the measurement result traceable to reference standards developed and maintained by NIST. To establish traceability to such reference standards, there must be an unbroken chain of comparisons and each provided measurement must be accompanied by a statement of uncertainty (<https://www.nist.gov/pml/nist-technical-note-1297>). The measurement system by which values are transferred must be clearly understood and under control. The dates and details of each link in the chain must also be provided.