

MEMORANDUM OF UNDERSTANDING

THROUGH WHICH

IS OBTAINING ACCREDITATION SERVICES FROM

National Voluntary Laboratory Accreditation Program in the Standards Coordination Office of
the

NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY

U.S. DEPARTMENT OF COMMERCE

Agreement No.

1. PARTIES AND PURPOSE

This Memorandum of Understanding (MOU) establishes an agreement between the (Collaborator) and National Voluntary Laboratory Accreditation Program (NVLAP), National Institute of Standards and Technology (NIST), U.S. Department of Commerce, through which will pay NIST for NVLAP accreditation services.

2. BACKGROUND

The National Voluntary Laboratory Accreditation Program (NVLAP) accredits testing and calibration laboratories that are found competent to perform specific tests or calibrations, or types of tests or calibrations. NIST Handbook 150 presents the basic procedures under which NVLAP operates, and the general accreditation requirements for testing and calibration laboratories, which include all of the requirements of ISO/IEC 17025.

3. AUTHORITY

The parties enter into this Agreement pursuant to 15 U.S.C. 3710a and 15 U.S.C. 272 *et seq.*, as implemented in 15 C.F.R. part 285.

4. TERMS AND CONDITIONS

will transfer \$ _____ to NIST as reimbursement for NVLAP accreditation services contemplated by this agreement. This transfer will be made in advance and this amount represents full cost recovery for NIST, based on the pricings set forth in the NVLAP Fee Structure listed on the NIST/NVLAP webpage, (<http://www.nist.gov/nvlap/index.cfm>).

- (A) **CRADA Protected Information** - In accordance with section 12(c)(7)(B) of the Stevenson-Wydler Technology Innovation Act of 1980 as amended, NIST agrees not to disseminate 'CRADA Protected Information.' 'CRADA Protected Information' is information resulting from research and development activities conducted under this agreement which would be a trade secret that would be treated as privileged or confidential if the information had been obtained from a non-Federal party. NIST will treat such information (to include software, documentation and other research results developed under this agreement) as exempt from disclosure for the period dissemination in the first sentence of this paragraph under the provision of subchapter II of chapter 5 of title 5, United States Code. For purposes of this MOU, the Laboratory name, code, location and contact information as well as the laboratory scope accreditation and period of accreditation are not CRADA Protected Information. Reference NVLAP Procedures and General Requirements regarding confidentiality (NIST Handbook 150, clause 1.7.2 which describes the types of information that is

protected. NIST may provide appropriate protections against the dissemination of such information, including exemption from Subchapter II of Chapter 5 of Title 5, United States Code. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526; section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b)(8) of title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 *et seq.*) (governing disclosures *that* could expose confidential Government agents); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, and 952 of title 18, United States Code, and section 4(b) of the Subversive Activities Act of 1950 (50 U.S.C. 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this Agreement and are controlling. Nothing in this Agreement bars disclosures to Congress or to an authorized official of an executive agency or the Department of Justice that are essential to reporting a substantial violation of law.

- (B) **Intellectual Property** - The parties will not 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. NIST will not seek intellectual property protection for any intellectual property created by NIST employees working under this agreement and will make such IP available to any interested party.

5. ACCOUNTING DATA

Business Partner Network (BPN) number/DUNS number:

NIST: 929956050

:

Employer/Taxpayer Identification Number (EIN/TIN):

NIST: 53 0205706

:

6. DURATION OF AGREEMENT AND AMENDMENTS

This agreement will become effective when signed by the parties. The agreement will terminate on _____ (month day, year), 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 30 days written notice to the other party.

If

terminates the agreement, NIST is authorized to collect costs incurred prior to cancellation of the agreement in accordance with the NVLAP Fee Structure listed on the NIST/NVLAP webpage, (<http://www.nist.gov/nvlap/index.cfm>).

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

The contacts of each party to this agreement are:

Administrative:

Kerry Miles Administrative Officer
100 Bureau Drive, MS 2100
Gaithersburg, MD 20899-2100
Tele: 301-975-5571
Fax: 301-926-4715
Email: kerry.miles@nist.gov

Requesting organization's contact:

Title:
Address:
Tele:
Fax:
Email:

Financial:

Julie Weiblinger
Accounts Receivable
100 Bureau Drive, MS 1624
Gaithersburg, MD 20899-1624
Tele: 301-975-2173
Fax: 301-975-2100
Email: julie.weiblinger@nist.gov

Requesting organization's contact:

Title:
Address:
Tele:
Fax:
Email:

Technical:

Dana Leaman
Chief, NVLAP
100 Bureau Drive, MS 2140
Gaithersburg, MD 20899-2140
Tele: 301-975-4679
Fax: 301-926-2884
Email: dana.leaman@nist.gov

Requesting organization's contact:

Title:
Address:
Tele:
Fax:
Email:

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: _____ Date: _____

Typed name of organization's authorizing official:
Typed title:
Typed name of requesting organization:
Typed address of requesting organization:

Signature: _____ Date: _____

Dana Leaman
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National Institute of Standards and Technology
U.S. Department of Commerce
100 Bureau Drive, Stop 2140
Gaithersburg, MD 20899-2140