

**U.S. Department of Commerce  
National Institute of Standards and Technology**

Price Quote Valid for 120 days from:

[insert date]

**STANDARD REFERENCE INSTRUMENTS**

**SUMMARY PRO FORMA INVOICE**

FOR CUSTOMER SERVICE, CONTACT: 100 BUREAU DRIVE, STOP 2300 GAITHERSBURG, MD 20899-2300  
TELEPHONE: 301-975-2200 FAX: 301-869-3548

Customer P.O. #	Tax ID

<p>1. Order submission to: Office of Reference Materials National Institute of Standards and Technology 100 Bureau Drive Stop 2300 Gaithersburg, MD 20899-2300</p>	<p>2. Customer:</p>
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Use continuation sheet if needed.

Item #	Description of item (s)	Amount
	See attached Standard Reference Instrument Pro Forma Invoice	\$
	See attached Calibration Service Pro Forma Invoice	\$
Total		\$

Please sign both the SRI and Calibration Pro Forma Invoices and return to Office of Reference Materials  
National Institute of Standards and Technology, 100 Bureau Drive, Stop 2300, Gaithersburg, MD 20899-2300

**U.S. Department of Commerce  
National Institute of Standards and Technology**

Price Quote Valid for 120 days from:

<insert date>

**STANDARD REFERENCE INSTRUMENTS PRO FORMA INVOICE**

FOR CUSTOMER SERVICE, CONTACT: 100 BUREAU DRIVE, STOP 2300 GAITHERSBURG, MD 20899-2300

TELEPHONE: 301-975-2200 FAX: 301-869-3548

Customer P.O. #	Tax ID

<p>1. Order submission to: Office of Reference Materials National Institute of Standards and Technology 100 Bureau Drive Stop 2300 Gaithersburg, MD 20899-2300</p>	<p>2. Customer:</p>
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Item #	Description of item (s)	Quantity	Unit Fee/Price	Amount
			\$	\$
Total				

	Subtotal (this page)	\$
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IN WITNESS WHEREOF: The Parties have caused the agreement as defined in the Standard Reference Instruments (SRI) TERMS and CONDITIONS to be executed by their duly authorized representatives as follows:	Prepaid Shipping Account #:	
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<p>NIST Contact</p> <p>Steven Choquette 100 Bureau Drive Stop 2300 Gaithersburg, MD 20899-2300 Phone: 301-975-2200 Fax: (301) 948-3730 E-mail: <a href="mailto:srminfo@nist.gov">srminfo@nist.gov</a></p>	<p>Customer Contact</p>	Total	\$
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<p>_____ Director for Office of Reference Materials/Date</p>	<p>_____ Authorizing Official/Date</p>		

## NIST STANDARD REFERENCE INSTRUMENTS TERMS and CONDITIONS

**Authority** – The National Institute of Standards and Technology (NIST) provides Standard Reference Instruments (SRI) as stated in 15 U.S.C. 272(b)(2), which authorizes NIST to develop, maintain, and retain custody of national standards of measurement, and provide the means and methods for making measurement consistent with those standards; 15 U.S.C. 272(c)(6), which authorizes NIST to prepare, certify, and sell standard reference materials for use in ensuring the accuracy of chemical analyses and measurements of physical and other properties of materials; and 15 U.S.C. 272(c)(27), which authorizes NIST to undertake such other activities similar to those specified in 15 U.S.C. 272(c) as the Director determines appropriate.

**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 here. 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, acknowledgment forms, or other documents that may be required by any domestic or foreign entity for policy governing procurement of goods and services. These terms and conditions supersede any conflicting and/or additional terms and conditions included in any purchase request or other document submitted to request NIST Standard Reference Instruments. In ordering NIST Standard Reference Instruments, the customer is agreeing to these Terms and Conditions which are also available at <https://www.nist.gov/sri/terms-and-conditions>.

**Price** – The price quote provided to Customer includes the fee for the SRI, the fee for associated Calibrations (see separate Calibrations Pro Forma Invoice), and the estimated cost for installation of the SRI and any associated travel and training. Customer must reimburse NIST for all actual costs incurred for installation, travel and training. All work will be performed by NIST employees.

**Duration of Agreement** – This agreement becomes effective when signed by the parties. The agreement will terminate one year from the date of last signature.

**Amendments or Changes to Existing Orders** – Any changes to an accepted/signed Standard Reference Instrument Pro Forma Invoice is considered an amendment, and a new Standard Reference Instrument Pro Forma Invoice, outlining the requested change, is required. Some examples include:

- Changes to which SRI is ordered as outlined in the online Standard Reference Materials Catalog.
- Extension of the agreement past the termination date.
- Cost changes (increase or decrease) of greater than 10% from the estimated cost for installation, travel and training.

**Shipping** – Customer will arrange and pay for shipping directly with the shipping company when informed by NIST that the SRI is ready for shipment. Customers are responsible for all customs duties, import fees, and shipping insurance.

**Invoices** – NIST is a Federal government agency under the U.S. Department of Commerce; therefore, NIST must follow the payment process directed by the U.S. Department of Treasury. NIST DOES NOT electronically submit invoices. Invoices are mailed to the provided billing postal address. Should you need an email copy of your invoice, please send your request to [srminfo@nist.gov](mailto:srminfo@nist.gov).

**Payment Information** - All billing terms are pre-payment required, unless exception authorized. If authorized, payment terms for domestic customers are Net 30 days from invoice date, and terms for non-domestic customers are Net 45 days from invoice date. All values are expressed in US dollars. Payment must be received within terms to prevent assessment of administrative and late fees, which will be applied at current rate. Penalty charge of 6% per annum will be assessed on balances over 90 days delinquent. No discounts are allowed for early payment.

**We cannot accept a Letter of Credit as a form of payment. Cash payments, EFT, Pay Pal and Western Union payments are not accepted.**

**All payments must be made in US Dollars. NIST does not charge a fee for any payment type.**

**Contact the NIST Accounts Receivable office at 301-975-3880, or via e-mail at [billing@nist.gov](mailto:billing@nist.gov) with questions.**

**Accepted payment methods are credit card, ACH (via [www.pay.gov](http://www.pay.gov) only), check, bank draft, money order, or wire.**

**\*PAY.GOV-Credit Card and ACH** - Electronic payments can be submitted through Pay.gov by ACH, Visa, Master Card, Discover, American Express, check card, or debit card. Go to [www.pay.gov](http://www.pay.gov). To locate the payment forms, enter "NIST" in the search field at the top of the page. Select the Standard Reference Material form. Complete all required fields and submit your payment. For prompt credit, include the invoice number or quote number being paid. A receipt should be printed for your records. **Note: For ACH payments, please verify with your banking institution that your account is set up to have ACH payments processed. ACH payments can be made through US banks only.**

### Lockbox Information-Check and money order payments

Select the appropriate address for all check payments to NIST unless otherwise directed by a NIST staff member:

For regular postal mail only:

NIST  
P.O. Box 6200-12  
Portland, OR 97228-6200

For courier deliveries, and postal services requiring signature:

U.S Bank Government Lockbox  
Attention: U.S. Department of Commerce – NIST 6200-12  
17650 NE Sandy Blvd.  
Portland, OR 97230

Please note that all checks must be drawn on a United States bank **and** made payable in US dollars. In addition, the NIST invoice or receivable number, order, or quote number must be referenced on the check stub/remittance advice.

**NIST Gaithersburg Receivables Office** - Non-USD checks, and/or non-US bank checks must be mailed to the Receivables office in Gaithersburg, MD for deposit. See below for NIST Gaithersburg Receivables office address:

NIST  
100 Bureau Dr., MS 1624  
Gaithersburg, MD 20899-1624

This address may also be used for mail-in credit card payments. Include the account number, expiration date, security code, and amount with a copy of the invoice or quote being paid. Credit card payments can also be faxed to our office at 301-975-8943. Include all information required for mail-in payments.

**Please do not email credit card information.** It is considered sensitive and it will be blocked by the NIST email system.

**\*Preferred credit card payment method. Pay.gov requires IE9 or newer, or Chrome browser**

**Repairs** – Repairs or other follow-on work on SRIs may only be performed by NIST under a separate reimbursable agreement for services.

**Use of Name or Endorsements** – Neither Party shall use the name of the other Party on any advertisement, product or service which is directly or indirectly related to the SRI. By purchasing the SRI, the Parties do not directly or indirectly endorse any product or service provided, or to be provided, by the other Party, its successors, assignees, or licensees. Customer shall not in any way imply that sale or use of this SRI is an endorsement of any product or service.

**Liability** – NIST SHALL NOT BE LIABLE AND CUSTOMER HEREBY RELEASES NIST FROM LIABILITY FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES OR INJURY (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE), WHETHER ARISING IN TORT, CONTRACT, OR OTHERWISE, ARISING FROM OR RELATING TO THE SRI), EVEN IF NIST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NIST's liabilities are subject to the Federal Tort Claims Act, 28 U.S.C. Section 2671 et seq., the Federal Employees Compensation Act, 5 U.S.C. Section 8101 et seq., the Contracts Disputes Act, 41 U.S.C. Section 7101 et seq., and other legal authorities. Customer agrees to indemnify and hold harmless the United States Government for any and all damages or liabilities that arise out of any use of the SRI by Customer, Customer's agents and Customer's employees.

**NO WARRANTY** – THE PARTIES MAKE NO EXPRESS OR IMPLIED WARRANTY AS TO ANY MATTER WHATSOEVER, INCLUDING THE CONDITIONS OF THE SRI, OR THE OWNERSHIP, MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OF THE SRI.

**Force Majeure** – NIST shall not be liable for any unforeseeable event beyond its reasonable control not caused by the fault or negligence of NIST, which causes NIST to be unable to perform its obligations under this agreement (and which it has been unable to overcome by the exercise of due diligence), including, but not limited to, flood, drought, earthquake, storm, fire, pestilence, lightning and other natural catastrophes, epidemic, war, riot, civic disturbance or disobedience, strikes, labor dispute, or failure, threat of failure, or sabotage of facility or equipment, or any order or injunction made by a court or public agency. In the event of the occurrence of such a force majeure event, NIST shall promptly notify the other Party. NIST shall further use its best efforts to resume performance as quickly as possible and shall suspend performance only for such period of time as is necessary as a result of the force majeure event.

**Termination and Cancellation** – Either party may terminate this agreement by providing 30 days' written notice to the other party. If Customer terminates the agreement, NIST is authorized to collect costs incurred prior to cancellation of the agreement plus any termination costs.

**Governing Law** – The construction validity, performance and effect of this agreement for all purposes shall be governed by the laws of the United States.

**NIST Quality System** – Consult the NIST Quality Manual for Measurement Services (NIST QM-I), available for download at <http://www.nist.gov/qualitysystem/>

**Traceability** – The NIST Policy on Traceability can be found at <http://www.nist.gov/traceability>

# NIST National Institute of Standards and Technology • U.S. Department of Commerce

## WIRE PAYMENT INSTRUCTIONS For non-U.S. Financial Institutions

Please provide the following instructions to your Financial Institution for the remittance of Fedwire payments via SWIFT. Do not use this information for ACH, EFT or SWIFT transfers, as your transaction will be rejected.

Note: The 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 message (not SWIFT transfer) to the Federal Reserve Bank of New York (FRB), which is located at 33 Liberty St., New York, NY 10045. Any transfers that originate at non-U.S. banks will be rejected unless an intermediary U.S. bank completes the transfer.

### MESSAGE HEADER

Message Type:	FIN 103 Single Customer Credit Transfer
Receiver:	TREAS NYC NEW YORK, NY US

### MESSAGE TEXT

SWIFT FIELD TAG	FIELD NAME	Required Information (Enter all bolded fields exactly as displayed below)
<b>20:</b>	Sender's Reference Number	<b>{supplied by sender}</b>
<b>23B:</b>	Bank Operation Code	<b>CRED</b>
<b>32A:</b>	Value Date / Currency / Interbank Settled	Date: <b>{supplied by sender}</b> Currency: <b>US Dollar</b> Amount: <b>{supplied by sender}</b>
<b>50K:</b>	Ordering Customer (Payer)**	<b>{all supplied by sender}</b> Payer Name: Payer Address1: Payer Address2: Payer Country:
<b>57D:</b>	Beneficiary's Bank	<b>//FW021030004</b>
<b>59:</b>	Beneficiary Account Number	<b>13060001</b>
<b>70:</b>	Remittance Information	<b>{Quote, Order, Invoice, or other identifying information}</b>
<b>71A:</b>	Details of Charges*	<b>OUR</b>

\* Remitter is responsible for all charges-mark transfer as OUR only. Do not use SHA (Shared) or BEN (Beneficiary), as NIST is not responsible for sender costs of business. Fees may be incurred by the originating and intermediary bank. NIST does not charge a fee for any payment type. Do not deduct fees from proceeds due the National Institute of Standards and Technology. Any pre-payment reduced by a bank fee deduction will be reflected on your invoice, and must be paid.

\*\* Do not use the name of an individual. For proper credit, the name of the organization making payment must be used. Be sure to include remittance information with the transfer, or email remittance advice to [billing@nist.gov](mailto:billing@nist.gov)

If you need additional information, including wire instructions for US Financial Institutions, please contact NIST Accounts Receivable by telephone at 301-975-3880, by fax at 301-975-8943, or by email at [billing@nist.gov](mailto:billing@nist.gov)

**WIRE PAYMENT INSTRUCTIONS**
**For U.S. Financial Institutions**

Please provide the following instructions to your Financial Institution for the remittance of **Fedwire payments**.

Do not use this information for ACH, EFT or SWIFT transfers, as your transaction will be rejected.

<i>Fedwire Field Tag</i>	<i>Fedwire Field Name</i>	<i>Required Information (Enter all bolded fields as displayed below)</i>
{1510}	Type/Subtype	<b>1000</b>
{2000}	Amount	<i>(enter payment amount)</i>
{3400}	Receiver ABA routing number *	<b>021030004</b>
{3400}	Receiver ABA short name	<b>TREAS NYC</b>
{3600}	Business Function Code	<b>CTR</b> <i>(or CTP)</i>
{4200}	Beneficiary Identifier (account number)	<b>813060001000</b>
{4200}	Beneficiary Name	<b>National Institute of Standards and Technology or NIST</b>
{5000}	Originator**	<i>(enter the name of the originator of the payment)</i>
{6000}	Originator to Beneficiary Information – Line 1	<i>(enter invoice number)</i>
{6000}	Originator to Beneficiary Information – Line 2	<i>(enter quote number – if any)</i>
{6000}	Originator to Beneficiary Information – Line 3	<i>(enter type of service – if any – i.e. SRM, NVLAP, Calibration, etc.)</i>
{6000}	Originator to Beneficiary Information – Line 4	<i>(enter purpose of payment – if any – i.e. prepayment or gift)</i>

**\*Receiver Financial Institution name and address: Federal Reserve Bank of New York, 33 Liberty St., New York, NY 10045**

**Remitter is responsible for all charges, as NIST is not responsible for sender costs of business. Your transfer should be marked appropriately- do not deduct fees from proceeds due the National Institute of Standards & Technology. NIST does not charge a fee for any payment type.**

**\*\*Do not use the name of an individual. For proper credit, the name of the organization making payment must be used.**

**Be sure to include remittance information with the transfer, or e-mail remittance advice to [billing@nist.gov](mailto:billing@nist.gov)**

*If you need additional information, please contact NIST Accounts Receivable by telephone at 301-975-3880, by fax at 301-975-8943, or by e-mail at [billing@nist.gov](mailto:billing@nist.gov).*

U.S. Department of Commerce  
National Institute of Standards and Technology

**CALIBRATION SERVICE PRO FORMA INVOICE**

FOR CUSTOMER SERVICE, CONTACT: 100 BUREAU DRIVE, STOP 8400, GAITHERSBURG, MD 20899-8400  
TELEPHONE: 301-975-5454 FAX: 301-975-3038

Customer Quote #	Customer P.O. #	Tax ID	Date of Issue

<b>Order submission to:</b>          Instrument, item, or artifact to be calibrated shipped to:  NIST Technical Contact (Gaithersburg, MD or Boulder, CO)	<b>Collaborator/Customer:</b>          
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Item #	Service ID/ SP 250 #	Description of item (s) requiring calibration services (e.g., item, measurement parameters)	Model #	Fee/Price, \$	Cost Multiplier	Amount, \$

Use continuation sheet if needed.

Fees for NIST services do not include shipping cost or insurance. Insure the shipments to and from NIST and clearly state the method of return shipment. Shipments to NIST must be at FOB destinations (Customer pays for shipping.) Return shipments are sent FOB origin (Customer pays for shipping.) Items requiring prepaid shipments must be included in Prepaid Shipping section below.

IN WITNESS WHEREOF: The Parties have caused the agreement as defined in the CALIBRATION SERVICE TERMS and CONDITIONS to be executed by their duly authorized representatives as follows:		Subtotal (Page 1), \$	
NIST Contact  100 Bureau Drive Stop 8400 Gaithersburg, MD 20899-8400 Phone: 301-975-5454 Fax: 301-975-3038 E-mail: <a href="mailto:calibrations@nist.gov">calibrations@nist.gov</a>	Collaborator/Customer Contact          	Subtotal (Cont Sheet), \$	
		<b>Total, \$</b>	
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Associate Director for Measurement Services, PML/NIST		Prepaid Shipping Information  Account #:  Method:	
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Authorizing Official/Date			

## CALIBRATION SERVICE 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.
4. **CRADA Protected Information** - In accordance with 15 U.S.C. § 3710a(c)(7)(B), NIST agrees to not 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. 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.
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. The Collaborator is responsible for the 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. **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 customer 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.
13. **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.
14. **Shipping, Insurance, and Risk of Loss** - All shipping expenses are the responsibility of the Collaborator.

## 15. 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 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.

## 16. 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 relevant requirements of ISO Guide 34 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 in the NIST Special Publication (SP) 250, NIST Calibration Services Users Guide and the NIST Special Publication (SP) 260, 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/>.

## 17. 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 (<http://www.nist.gov/pml/pubs/tn1297/index.cfm>). 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.

**Payment Information** - All billing terms are pre-payment required, unless exception authorized. If authorized, payment terms for domestic customers are Net 30 days from invoice date, and terms for non-domestic customers are Net 45 days from invoice date. All values are expressed in US dollars. Payment must be received within terms to prevent assessment of administrative and late fees, which will be applied at current rate. Penalty charge of 6% per annum will be assessed on balances over 90 days delinquent. No discounts are allowed for early payment.

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**All payments must be made in US Dollars. NIST does not charge a fee for any payment type.**

**Contact the NIST Accounts Receivable office at 301-975-3880, or via e-mail at [billing@nist.gov](mailto:billing@nist.gov) with questions.**

**Accepted payment methods are credit card, ACH (via [www.pay.gov](http://www.pay.gov) only), check, bank draft, money order, or wire.**

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