

SAMPLE
DEPARTMENT OF ENERGY FUNDS-OUT INTERAGENCY AGREEMENT

1. ADDRESS OF ISSUING DOE OFFICE

Administered for DOE by:
 (Name, address, telephone/fax nos., e-mail address)

2. a. RECIPIENT/PERFORMING AGENCY
 (Agency name and address)

b. Business Contact (Name, address, telephone/fax nos., e-mail address)

c. Program Director/Technical Contact
 (Name, address, telephone/fax nos., e-mail address)

3. a. DOE IA No.:
 b. Modification No.
 c. PR No.
 d. Recipient/Performing Agency Agreement No.

4. TYPE OF ACTION

New Incremental Renewal Other

5. AUTHORITY The Economy Act of 1932 (31 U.S.C. 1535); P.L. 95-91; other:

6. PROJECT TITLE: (Reference Proposal or Scope of Work document)

dated:

7.a. PROJECT PERIOD

b. FUNDING PERIOD

From: To:

From: To:

8. ACCOUNTING AND APPROPRIATIONS DATA a. Prior Funding Obligations \$

b. Approp. Symbol c. B&R No. d. Amount e. Allotment Symbol/ FT/ AFP/ OC f. CFA No.

b. Approp. Symbol	c. B&R No.	d. Amount	e. Allotment Symbol/ FT/ AFP/ OC	f. CFA No.
g. Tot. Funds Oblig. This Action			h. Total Funding Oblig. \$	

9. METHOD OF PAYMENT: ___ Advance ___ Reimbursement 10. BILLING INSTRUCTIONS: ___ OPAC ___ S.F. 1081 vouchers, submit to:

11. DOE PROGRAM OFFICER (Name, address, telephone/fax nos., e-mail address)

12. DOE CONTRACTING OFFICER

 (signature) (date)
 NAME/TITLE (typed)

13. ACCEPTANCE:

 (signature) (date)
 NAME/TITLE (typed)

14. GENERAL PROVISIONS/REQUIREMENTS (see reverse side or attached)

Funds-Out Interagency Agreement General Provisions/Requirements

Department of Energy Interagency Agreement No. _____

1. **Incurrence of Costs.** The recipient/performing agency is not authorized to expend or commit funds in excess of the amount obligated. If it is anticipated that the funds provided by this Agreement will be insufficient to complete the work requirements, the written approval of the DOE Contracting Officer must be obtained prior to the incurrence of costs in excess of the amount provided.

2. **Delivery Requirements (if any).**

3. **Reporting Requirements.** If checked , a final technical report shall be submitted to DOE which documents and summarizes all of the work completed under this Agreement. _____ copy(ies) shall be submitted to the DOE Contracting Officer (Face page, Item 11), and _____ copy(ies) shall be submitted to the DOE Program Officer (Item 10). If checked, two copies of research reports or formal publications should also be sent to the DOE's Office of Scientific and Technical Information, P.O. Box 62, Oak Ridge, TN 37831, or, if electronic submission is desired for any publicly releasable, unlimited report, contact OSTI to coordinate the submission process and exchangeable electronic formats (e.g., SGML, HTML, Postscript, or TIFF4) (phone: 423-576-8342; electronic mail address bob.donahue@ccmail.osti.gov).

Additional reporting requirements (if any):

4. **Patents and Technical Data.** Disposition of rights to inventions made under any contract, grant or cooperative agreement under this Agreement with any small business firm or domestic nonprofit organization will be in accordance with 35 U.S.C. §§ 200-212. In all other contracts, grants or cooperative agreements under this Agreement, the performing agency shall coordinate the disposition of rights to inventions with the DOE Patent Counsel.

5. **Issue Resolution.** Unless otherwise indicated below, it is expected that programmatic guidance will be handled through discussions between the staff of the Performing Agency's Program Director listed in Face page, item 2c and the DOE Program Officer, Face page item 11. Any administrative issues including billing questions, unresolved items or issues requiring a formal change to this Agreement shall be addressed to the DOE Contracting Officer, Face page, item 12.

6. **Termination.** DOE may terminate this Agreement upon 30 days written notice of such termination addressed to the performing agency. In the event of such termination the performing agency shall be reimbursed, to the extent permitted, for obligations actually incurred to the effective date of the termination and for commitments extending beyond the effective date of termination to a date not later than the date upon which the Agreement would have expired if not terminated under this paragraph, which the performing agency, in the exercise of due diligence, is unable to cancel. Payments under this Agreement, including payments under this article shall not exceed the amount(s) committed under this Agreement.

7. **Financing.** a. DOE authorizes the Performing Agency to expend funds in adherence to the requested work and/or deliverables cited herein. DOE's preferred method for reimbursing the Performing Agency is via the On-Line Payment and Collection System (OPAC). Each OPAC charge must clearly make reference to DOE's IA No. cited in block 3.a. and must be supported with the appropriate documents cited in Paragraph 3. above. If OPAC is not a satisfactory billing method, a mutually agreeable alternative should be negotiated before acceptance of this Agreement.

b. When applicable, vouchers for payments will be submitted on the agreed upon form.

c. When applicable, any funds advanced which are expected to remain beyond the original period of performance for a project which is incomplete, or for which there is an increased scope of work, will remain available to the Performing Agency if the Agreement is amended by the DOE to extend the period of performance for the work beyond the original completion date. Request for such time extensions should be made to the DOE by the Performing Agency at least 30 days prior to the end of the performance period.

d. When applicable, any funds advanced for a continuing project remain available for the entire performance period of the project, unless there is a date specified as a required completion date after which no further funds shall be expended.

8. **Other Provisions.**