

## **Department of Commerce**

### **Supplemental Information and Instructions for the Government-Wide Standard Interagency Agreement Form**

The Office of Management and Budget, Office of Federal Financial Management and the Department of the Treasury, Federal Management Service have worked together to develop a standard Interagency Agreement (IAA) form. The IAA form was developed to facilitate communications between Federal agencies and to require agencies to agree to terms before one agency begins performing work for another.

The IAA Instructions and fillable General Terms and Conditions (GT&C) Section and Order Requirements and Funding Information (Order) Section can be found on the following DOT website: <http://www.fms.treas.gov/finstandard/reference.html>

#### **A. Basic Overview of the Form**

1. **Reimbursable agreements.** The IAA form is used to document reimbursable agreements, whereby one Federal agency pays another Federal agency. This includes reimbursable agreements between two Department operating units. The IAA form refers to the parties as “Trading Partners.” The Federal agency transferring funds is referred to as the “Requesting Agency” and the Federal agency receiving funds is referred to as the “Servicing Agency.” The IAA is **not used** for agreements that do not involve the transfer of funds from one party to the other.
2. **Recommended.** The Department of the Treasury recommends that agencies use the standard IAA form for reimbursable agreements. However, at this time, use of the IAA form is not mandatory.
3. **One agreement.** Importantly, the parties must rely on only one form of agreement to document reimbursable arrangements. If one party wishes to use the IAA form and the other party wishes to use a different form or template to document the arrangement, the parties must determine which one they will use.
4. **Flexibility.** The IAA form provides flexibility in how the Trading Partners document reimbursable arrangements.

#### **B. Components of the Form**

The IAA form is comprised of two sections: the General Terms and Conditions (GT&C) Section and the Order Requirements and Funding Information (Order) Section. The GT&C and Order Sections are comprised of numbered blocks requiring specific information. The GT&C and Order Sections permit parties to add attachments. This allows the parties to include additional information necessary to establish a proper agreement when there is insufficient space within the IAA form.

The IAA form includes “Interagency Agreement (IAA) Instructions.” The IAA Instructions provide guidance on completing the GT&C and Order Sections. The IAA Instructions must be reviewed in order to properly complete the GT&C and Order Sections.

| Key Principles of the Form  |  |
|---|--|
| <ul style="list-style-type: none"> <li>• Each IAA must include a GT&amp;C Section. An Order Section cannot be completed without first completing a GT&amp;C Section.</li> <li>• The GT&amp;C Section is the partnership section of the IAA form. It establishes the relationship between the trading partners.</li> <li>• The GT&amp;C Section identifies general information about the agreement such as the agencies entering into the agreement, the authority permitting the agreement, the start and end date of agreement activities, the scope of the agreement, the terms and conditions, and other required provisions.</li> <li>• No fiscal obligations are created through the execution of the GT&amp;C Section.</li> <li>• The Order Section identifies the specific Requesting Agency requirements for the delivery of goods and/or services by the Servicing Agency.</li> <li>• The Order Section obligates funds, and it may only be signed if funds are available for obligation.</li> <li>• Attachments may be added to include additional information in the GT&amp;C and Order Sections.</li> </ul> |  |

### C. Supplemental Instructions

The supplemental instructions below must be read in conjunction with the instructions attached to the standard IAA form.

If an attachment is used to supplement any block(s) within the GT&C or Order Sections, identify the attachment within the block(s). An attachment should include the GT&C or Order number and identify the applicable GT&C or Order block(s) to which it applies.

The following table provides additional guidance related to specific blocks within the GT&C and Order Sections:

| Block | Field Name                     | Supplemental Instructions   |
|-------|--------------------------------|---|
| #3    | Assisted Acquisition Agreement | For assisted acquisition agreements, follow the requirements under the Commerce Acquisition Manual 1317.570, section 3, Assisted Acquisitions |

| Block | Field Name                           | Supplemental Instructions  |
|-------|--------------------------------------|--|
| #5    | Agreement Period                     | If the “Start Date” is unknown, type in “ <b>when signed</b> ” for the “Start Date,” which is interpreted as meaning the last date of signature between the two parties. Always include a specific “End Date,” which denotes the overall end date for agreement activities. The “End Date” should include the time period of anticipated Orders that will be entered into pursuant to the GT&C Section.  |
| #6    | Recurring Agreement                  | <b>Check the box No.</b> Operating units may enter into new GT&C Sections or Order Sections to existing GT&C Sections to continue similar activities.  |
| #10   | Statutory Authority                  | <p>The parties must check the appropriate boxes to denote the Requesting Agency’s authority to transfer funds and the Servicing Agency’s authority to receive funds. These authorities should be identical.</p> <p>The parties can use the “Fill in Statutory Authority Title and Citation” field to denote each party's “programmatic” authority. Type in “Programmatic” authority and then type in the authority citation.</p> <p><b>NOTE:</b> These sections only allow for a limited number of characters. Therefore, authority citations and/or authority explanations may need to be abbreviated. Additional information may be added in an attachment.</p> <p><b>NOTE:</b> If the Economy Act is the authority for the agreement, a Determination and Finding (D&amp;F) must be attached.</p> |
| #26   | Funding Modification Summary by Line | This block only applies to a “Modification” to an existing Order. If an existing Order is being modified, the “Line # ____” pertains to the equivalent “Line Number ____” found at the top-right-hand corner of block #28 of the Order being modified.   |
| #27   | Performance Period                   | If the “Start Date” for the “New” Order or “Modification” to an existing Order is unknown, type in “ <b>when signed</b> ” for the “Start Date,” which is interpreted as meaning the last date of signature between the two parties. Always include a specific “End Date,” which identifies the end of the period of performance for which funds are being obligated for this Order.  |

| Block | Field Name                     | Supplemental Instructions   |
|-------|--------------------------------|---|
|       |                                | <p>An Order Section cannot be used to extend the termination date of a GT&amp;C Section. Therefore, the “End Date” in the Order Section cannot exceed the “End Date” in the GT&amp;C Section.</p>   |
| #28   | Order Line/Funding Information | <p><b><i>Requesting Agency Funding Expiration Date</i></b><br/> For “Requesting Agency Funding Expiration Date” type in the date that the funds will expire. For example, two-year funds that were appropriated in fiscal year 2011 will have an expiration date of 09-30-2012. For no-year funds, type in “<b>no-year funds.</b>”</p> <p><b><i>Requesting Agency Funding Cancellation Date</i></b><br/> The cancellation date does not extend the expiration date of the funds or the Order’s “End Date.” For no-year funds, type in “<b>no-year funds.</b>”</p> <p><b><i>Type of Service Requirements</i></b><br/> Each block #28 must indicate if the services being provided are “Severable” or “Non-severable” services. The Requesting Party must make this determination. Severable services are those services that are continuing or recurring in nature. Non-severable services entail a single, indivisible undertaking for which the Requesting Agency will receive no benefit from the Servicing Agency until the entire undertaking has been completed.</p> |
| #31   | Attachments                    | <p>If the Economy Act is the legal authority cited in block #10 of the GT&amp;C Section, a Determination and Finding (D&amp;F) must be attached.</p>  |