

A REIMBURSABLE AGREEMENT

BETWEEN THE

U.S. DEPARTMENT OF COMMERCE
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION
[Name of Line Office/Staff Office]

AND THE

[Name of other Party]

NOAA Agreement Number: NOAA-XXXX-20XX-XXXX/XXXX
(1) (2) (3) (4/5) (6)

[Name of other Party] Agreement Number: _____

Do not include the line at the top or the following information on this page in the agreement

- (1) Designates NOAA
- (2) Designates NOAA Line Office (i.e., LO acronym)
- (3) Designates Fiscal Year agreement was established
- (4) First Character designates the type of partner (i.e., F-federal, S-state/local government, U-university/college, N-non-for-profit organizations, I-international, C-commercial, and D-other DOC/NOAA Bureau)
- (5) Sequential number designating the number of agreements established in a particular Fiscal Year (LO specific)
- (6) Computer generated number that will be used to file and track agreements (LO specific)

[Note: This is a generic template to be used for incoming fund. Please refer to the OGC website <https://www.gc.noaa.gov/atmo-office1.html#agree> for specific model agreements. If the OGC website includes a model for the specific legal authority, then use the OGC model. If appropriate, include the financial information included in Section VI below in the OGC model. For all other agreements, use this generic template. Specific clauses and determinations required by certain statutory authorities may be added to this template.]

I. PARTIES AND PURPOSE

- A. This Agreement is between the U.S. Department of Commerce (DOC), National Oceanic and Atmospheric Administration (NOAA), *[name of NOAA Line/Staff Office]*, through the *[name of Program/Staff Office – one level down in organization]*, and *[name of other Party]*.
- B. The purpose of this Agreement is to *[briefly state the purpose of this Agreement]*.

II. BACKGROUND

[Provide relevant background information, which explains why the other Party is requesting goods or services from your organization.]

III. AUTHORITIES

- A. The funding transfer authority for NOAA and *[name of other Party]* to enter into this Agreement is *[cite the legal authority (e.g., U.S. Code, Public Law, or Executive Order) that authorizes the receipt of funds and briefly describe the section that provides for the transfer of funds]*.
- B. The programmatic authority for NOAA to enter into this Agreement is *[cite the legal authority that authorizes your organization to provide the goods or service and briefly describe the section(s)]*.
- C. The programmatic authority for *[name of other Party]* to enter into this Agreement is the *[cite the legal authority and briefly describe the programmatic authority of the other Party, if applicable]*.

IV. RESPONSIBILITIES OF THE PARTIES

[List the responsibilities that each Party will undertake under the Agreement.]

- A. *[Name of NOAA Line/Staff Office]*, through the *[name of Program/Staff Office – one level down in organization]* agrees to:
 - 1. Provide
 - 2. Coordinate
- B. *[Name of other Party]* agrees to:
 - 1. Provide funding to support the above activities.
 - 2. Coordinate

[In addition, a Statement of Work (SOW) can also be attached to this Agreement. The SOW must clearly describe the supplies or services to be provided by NOAA, delivery schedules, and associated costs with each deliverable. The SOW should include a table or a list, which includes the line item number for the supplies or services to be provided, the quantity being ordered, the unit cost (cost per individual unit), line total (unit cost times quantity in dollars and cents), and the total amount (total of all line totals)].

[If a SOW is not attached, then include a table entitled, “DELIVERABLES, DELIVERY SCHEDULES, AND COSTS,” in the Agreement.] For example:

V. DELIVERABLES, DELIVERY SCHEDULES, AND COSTS

Line Item Number	Description of Supplies/Services	Quantity Ordered	Delivery Schedule	Unit Cost (\$)	Line Total (\$)
001	Describe supplies or services to be provided.	Enter quantity ordered.	Enter mm/dd/yy.	Enter cost/ unit (\$).	Unit cost (x) quantity ordered (\$).
002					
Total Amount					\$

VI. FUNDING, PAYMENT, AND REIMBURSABLE ARRANGEMENTS

A. *[Name of NOAA Line Office Program/Staff Office – one level down in organization]* will bill *[name of other Party]* in *[Advance]* or on a *[one time or quarterly]* basis *[select one]*. The Parties will reconcile accounting records on a quarterly basis *[if federal agency]*. At least quarterly, the parties will reconcile balances related to revenue and expenses for work performed under the agreement.

B. NOAA will send bill(s) to the following address:

[Name of other Party]

Name

Address:

City, State, Zip

Telephone No.:

Fax No.:

Email:

C. Accounting and Fiscal Data

1. NOAA

Employer Identification No.: 52-0821608

BPN/DUNS¹ No.:

OMB Max Code: 006-48 (if other Party is a federal agency)

Agency Location Code (ALC): 13-14-0001 (if other Party is a federal agency)

BETC² No.: COLL (if other Party is a federal agency)

2. *[Name of other Party]*

Employer Identification No.: _____

BPN/DUNS No.: _____

OMB Max Code: _____ (if federal agency)

Agency Location Code (ALC): _____ (if federal agency)

BETC No.: _____ (if federal agency)

¹ Business Partner Network (BPN)/Dun & Bradstreet, Data Universal Numbering System (DUNS)

² Business Event Type Code (BETC)

- D. *[Name of NOAA Line Office Program/Staff Office – one level down in organization]* will or will not *[choose one]* achieve full cost recovery for the goods or services it is providing. *[If NOAA is not achieving full cost recovery, indicate the amount NOAA is contributing (i.e., state that “NOAA will also contribute _____ in support of this Agreement”].*
- E. This Agreement is subject to the availability of funds. Any funds transferred to NOAA will be returned to *[name of other Party]* to the extent that NOAA has not incurred obligations.
- F. This agreement is entered into covering the service to be performed; and as such will provide, unless determined otherwise for good reason shown, that no exclusive proprietary interest will accrue to the individual or group. The agreement will also provide that the results of special studies are the joint property of the individual or group and of NOAA, and that NOAA may publish or make use of the results of studies without any obligation to the sponsor.
- G. The total cost to *[name of other Party]* is _____ for activities under this Agreement. The funds are currently available. The following financial information applies:
1. *[Name of NOAA Line Office Program/Staff Office – one level down in organization]*
 Treasury Account Symbol (appropriation code for collection):
 CBS ACCS³: _____
 2. *[Name of other Party]*
 Treasury Account Symbol (appropriation code (for payment)) – Federal required: _____
 Type of Funds/Expiration Date: _____
 Accounting Code: _____

VII. CONTACTS

- a. The Points of Contact for coordinating activities under this Agreement are:
1. Programmatic:
 - a. *[Name of NOAA Line Office Program/Staff Office – one level down in organization]*
 Name:
 Title
 Address:
 Phone number:
 Fax number:

³ Commerce Business System (CBS) Accounting Classification Code Structure (ACCS)

E-mail address:

b. Name of other party

Name:

Title:

Address:

Phone number:

Fax number:

E-mail address:

2. Financial:

a. [Name of NOAA Line Office Program/Staff Office – one level down in organization]

Name:

Title:

Address:

Phone number:

Fax number:

E-mail address:

b. Name of other party

Name:

Title:

Address:

Phone number:

Fax number:

E-mail address:

- B. 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.

VIII. DURATION OF AGREEMENT, AMENDMENTS, OR TERMINATION

- A. This Agreement will become effective when signed by all the Parties to this Agreement. The Agreement will remain in effect through *[insert date – no longer than five years]*.
- B. This Agreement may be amended or extended at any time through the written mutual consent of the Parties, before its expiration.
- C. The Parties will review this Agreement at least once every three years to determine whether it should be revised or terminated.
- D. This Agreement may be terminated by (1) mutual written consent; (2) 30 or 60 *[choose one]* days advance written notice by either Party, or (3) completion of the operation/terms of this Agreement. In the event of termination, NOAA will be reimbursed for all costs prior to termination plus any termination costs.

IX. RESOLUTION OF DISAGREEMENTS

[Only use the following clause if the other Party is another federal agency]

Nothing herein is intended to conflict with current DOC or *[name of federal agency]* directives. If the terms of this Agreement are inconsistent with existing directives of either of the agencies entering into this Agreement, then those portions of the Agreement that are determined to be inconsistent will be invalid but the remaining terms and conditions not affected by the inconsistency will remain in full force and effect. At the first opportunity for review of the Agreement, all necessary changes will be accomplished either by an amendment to this Agreement or by entering into a new agreement, whichever is deemed expedient to the interest of both Parties. Should disagreement arise on the interpretation of the provisions of this agreement, the dispute will be resolved pursuant to the Treasury Financial Manual, Vol. 1, Chapter 4700 *Federal Entity Reporting Requirements for the Financial Report of the United States Government*, Appendix 5 Dispute Resolution Process, which can be found at: <http://tfm.fiscal.treasury.gov/v1/p2/c470.pdf>.

[Only use the following clause if the other Party is not a federal agency]

Should disagreement 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 will be stated in writing by each Party and presented to the other Party for consideration. If agreement on interpretation is not reached within 30 days, the Parties will forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

X. APPROVALS

This Agreement is entered into and made effective as of the date later in time indicated below.

ACCEPTED AND APPROVED FOR THE
U.S. DEPARTMENT OF COMMERCE
NATIONAL OCEANIC AND
ATMOSPHERIC ADMINISTRATION
[Name of NOAA Line Office]
*[Name of NOAA Line Office Program/Staff
Office – one level down in organization]*

ACCEPTED AND APPROVED FOR
THE *[INSERT NAME OF PARTY]*

BY: _____
[Name of Assistant Administrator]
Assistant Administrator
[or one level down in organization]

BY: _____
[Name of person authorized to sign]
[Title]

DATE: _____

DATE: _____