



Contract No. __-__-__

AGREEMENT BETWEEN

AMES LABORATORY
(Operated by Iowa State University)

and

NAME

Ames Laboratory, herein called the "Laboratory", acting under Prime Contract No. DE-AC02-07CH11358 as amended, with the United States Government (called the "Government"), represented by the U.S. Department of Energy (called the "Department" or "DOE"), desires **NAME** (called the "Contractor"), a corporation organized under the laws of the State of **NAME OF STATE**, to perform the services set forth under Article I of this contract, and the Contractor is willing to perform such services.

THEREFORE, the parties mutually agree as follows:

SCHEDULE

ARTICLE I - SCOPE OF WORK

- A. Statement of Work. The Contractor shall furnish the personnel, facilities, equipment, materials and supplies necessary to perform, in an efficient and expeditious manner, the work described in Appendix "A" Statement of Work entitled, **STATEMENT OF WORK NAME**", attached to and hereby made part of this contract. In addition, the Contractor shall maintain such technical liaison with the Laboratory's Technical Representative, as may be designated by the Laboratory, as necessary to accomplish the foregoing work in a timely and effective manner.
- B. Standards of Performance. The Contractor shall perform the work set forth in this contract by using its best efforts and know-how and its performance shall be accomplished in a workmanlike manner by qualified, careful and efficient personnel; also, the Contractor's work shall, at a minimum, accord with high professional standards.
- C. Deliverables. The Contractor shall prepare and submit to the Laboratory and/or distribute, as directed by the Laboratory, such reports and/or deliverables concerning technical aspects of said work, in such quantity and form (including detail), and at such times, as may be specified in this contract, or as may otherwise be specified by the Laboratory.

- D. Incidental Work. In addition to performing the work set forth in this contract and/or in paragraph C above, the Contractor shall perform the incidental contract activities provided for under other articles of this contract and, in connection with the close-out of this contract upon termination, expiration and/or completion of the work set forth in this contract, the Contractor shall complete the work described in paragraph C above plus said activities covered by other articles and, subject to the approval of the authorized Laboratory Procurement Official, shall perform such other close-out work as may be appropriate.
- E. Subcontracts. The Contractor shall, when directed by the Laboratory, and may, but only when authorized by the Laboratory, enter into subcontracts or consultant agreements for the performance of any part of the work set forth in this contract.

ARTICLE II - TERM

The performance of work under this contract shall begin **DATE**, and shall continue through **DATE**, unless this contract is extended by the Laboratory.

ARTICLE III - ESTIMATED COST, FIXED FEE, OBLIGATION OF FUNDS AND FINANCIAL LIMITATIONS

- A. Total Estimate of Cost. The estimated cost for the performance of the work under this contract is \$_____.
- B. Obligation of Funds. This Subcontract is fully funded and is subject to the Limitation of Cost clause of the General Provisions.
- C. Revisions in Funds Obligated. The amount presently obligated by the Laboratory with respect to this contract may be increased unilaterally by the authorized Laboratory Procurement Official by written notice to the Contractor and may be increased or decreased by written agreement of the parties (whether or not by formal modification of this contract).
- D. Limitation of Obligation. Payments by the Laboratory under this contract on account of allowable costs shall not in the aggregate at any time exceed the amount obligated with respect to this contract.
- E. Notices. The Contractor shall notify the authorized Laboratory Procurement Official in accordance with the notice requirements of the "Limitations Period" clause in Appendix "B," as applicable.
- F. Cost Information. The Contractor shall maintain current cost information adequate to reflect the cost of performing the work under this contract at all times while the work is in progress, and shall prepare and furnish to the Laboratory such written estimates of cost and information in support thereof as the Laboratory may request.

G. Payment Terms. Net 30 Days. Payment shall be made upon the submission of acceptable invoices containing the contract number to Accounts Payable via e-mail – invoiceinbox@ameslab.gov or via USPS to:

Attn: Accounts Payable
Ames Laboratory
224 TASF
Iowa State University
Ames, IA 50011-3020

H. Attached to each billing and copy thereof, the Contractor shall furnish the following certification which shall be manually signed by an authorized representative of the Contractor:

"I certify that the above bill is correct and just; that the amounts claimed represent fair charges against Ames Laboratory and that reimbursement has not and will not be received under any other Government contract or other source of Government funds".

ARTICLE IV - LIMITATIONS OF COST

- A. It is estimated that the total cost to the Laboratory, for the performance of this contract will not exceed the sum of the estimated cost set forth in Article III, paragraph A, and the Contractor agrees to use his best efforts to perform the work specified in the Schedule and all obligations under this contract within such total cost.
- B. The Laboratory may at any time prior to termination obligate additional funds for this contract, and, with the consent of the Contractor, after notice of termination, may rescind such termination in whole or in part, and obligate additional funds for this contract.
- C. Except as required by other provisions of this contract, specifically citing and stated to be an exception from this article, the Laboratory shall not be obligated to reimburse the Contractor for costs incurred in excess of the estimated cost set forth in Article III, paragraph A.

ARTICLE V - REPRESENTATIVES

A. Contractor:

Contractual
NAME

Technical
NAME

- B. Ames Lab:
- | | |
|--|------------------------------------|
| 1. <u>Contractual</u> ^{1/}
NAME | 2. <u>Technical</u>
NAME |
|--|------------------------------------|

^{1/} The authorized Laboratory Procurement Official is the only person at the Laboratory who is authorized to change the Statement of Work or any part of this contract.

- C. All letters and notices from the Contractor shall be submitted to the attention of the person listed in B.1. above. All replies from the Laboratory shall be from the Procurement Department.
- D. Unless the Contractor is otherwise notified in writing, technical questions relating to the work may be discussed with the Laboratory's Technical Representative listed in B.2. above.

ARTICLE IX - APPLICABLE DOCUMENTATION

The following documents are attached to and hereby made part of this contract:

- A. Appendix "A", Statement of Work entitled " _____ ," dated _____ .
- B. Appendix "B", Ames Terms and Conditions for Cost-Reimbursement Contracts, dated _____ .
- C. Appendix "C", Travel Policy for Contractor Personnel dated _____ .
- D. Appendix "D-2", Intellectual Property Provisions _____ , dated _____ .

IN WITNESS WHEREOF, the parties hereby execute this Contract No. SC-__-__.

AMES LABORATORY
(Operated by Iowa State University)

NAME OF CONTRACTOR

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

I, _____, certify that I am the _____ of the Corporation named as "Contractor" in the within contract, that _____ who signed the said contract on behalf of the Contractor was then _____ of said Corporation, that I know his/her signature and his/her signature thereto is genuine; and that said contract was duly signed, sealed and attested for and on behalf of said Corporation by authority of its governing body.

By: _____

Title: _____