

[Instructions for using this Model Special Studies Agreement (Federal) template:
Insert the requested information any place that is bracketed and bolded. If the bracketed and bolded language contains instructions (including this paragraph), **delete** the instructions before submitting the draft agreement for review or signing the agreement.]

MEMORANDUM OF UNDERSTANDING

THROUGH WHICH
[name of other party]

IS PURCHASING
[state what they are purchasing]

FROM

[name of your operating unit]
U.S. DEPARTMENT OF COMMERCE

Agreement No.____

I. PARTIES AND PURPOSE

This Memorandum of Understanding (MOU) establishes an agreement between the *[name of other party]* and *[name of DOC office]*, U.S. Department of Commerce (DOC), through which *[name of other party]* will pay *[name of DOC office]* for *[provide a general description of the good/service for which the other party is paying]*.

II. AUTHORITY

The authorities for *[name of other party]* and DOC to enter into this agreement are:

- (1) the "Special Studies" authority, 15 U.S.C. § 1525 (first paragraph), which permits DOC to provide, upon the request of any person, firm, or public or private organization (a) special studies on matters within the authority of the Department of Commerce, including preparing from its records special compilations, lists, bulletins, or reports, and (b) furnishing transcripts or copies of its studies, compilations, and other records; and
- (2) set forth DOC's legal authority which shows it is within the authority of the Department to perform the work of the special study, i.e., the programmatic authority.

III. TERMS AND CONDITIONS

This section must include the following information:

- a) delivery requirements

- b) amount and method of payment (state that payment will be made in advance)
- c) method and frequency of performance reporting
- d) This agreement is subject to the availability of funds.

[Unless a waiver is obtained in accordance with OMB Circular A-25, the agreement should include the following sentence: {Name of your office} will achieve full cost recovery for the goods and services it is providing under this agreement.]

IV. ACCOUNTING DATA

	[Name of DOC office] Funding Information	[Name of Servicing Agency] Funding Information
Agency Location Code (ALC)		
Treasury Agency code		
Treasury Account Symbol (TAS)		
Business Event Type Code (BETC)		
Business Partner Network Number (BPN)		
Accounting Classification Code Structure (ACCS)		
Requesting Agency Funding Expiration Date _____		/
MM-DD-YYYY		
Project Number & Title		

V. DURATION OF AGREEMENT AND AMENDMENTS

This agreement will become effective when signed by the parties. The agreement will terminate on ***[date]***, but may be amended at any time by mutual written consent of the parties. ***[NOTE: Agreements should not exceed the period of availability of the funds.]***

VI. TERMINATION AND CANCELLATION CLAUSE

Any party may terminate this agreement by providing ____ days written notice to the other party. If the requesting agency cancels the order, the providing agency is authorized to collect costs incurred prior to cancellation of the order plus any termination costs. The total value of the agreement, including termination costs, will not exceed _____.

VII. 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.

If a dispute related to funding remains unresolved for more than 30 calendar days after the parties have engaged in an escalation of the dispute, disputes will be resolved in accordance with instructions provided in the Treasury Financial Manual (TFM) Volume I, Part 2, Chapter 4700, Appendix 10, available at <http://www.fms.treas.gov/tfm/index.html>.

VIII. CONTACTS

The contacts of each party to this agreement are: *[NOTE: You must include both administrative and technical points of contact.]*

[Name of DOC contact]

[title]

[address]

phone:

fax:

E-mail:

[Name of other party's contact person]

[title]

[address]

phone:

fax:

E-mail:

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.

[signature of person who has authority to bind other party to the agreement]

[typed name]

[typed title]

[typed name of other party]

[typed address of other party]

[date]

[signature--must be an official with authority to sign "special studies" Agreements]

[typed name]

[typed title]

[typed office at DOC]

U.S. Department of Commerce

[typed address]

[date]