

U.S. Department of Energy
Washington, D.C.

ORDER

D O E 1 2 7 0 . 1

6-13-79

SUBJECT: FUNDS-OUT INTERAGENCY AGREEMENTS

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1. PURPOSE. This Order provides policy and procedural guidelines for the preparation, processing, coordination and execution of funds-out Interagency Agreements (**IA's**) within the Department of Energy (DOE).
 2. SCOPE. The provisions of this Order apply to all elements of the Department of Energy that are involved in the preparation, processing, coordination, and execution of Interagency Agreements.
 3. OBJECTIVE. To provide a DOE-wide procedural system with adequate checks and balances to ensure uniformity in the preparation and processing of **IA's** and the incorporation of data required by Department of Energy organizations to effectively manage programs and resources through the use of **IA's**.
 4. REFERENCES. The references cited below are not exclusive.
 - a. Section 601 of Economy Act of 1932, as amended (31 U.S. C. (686)), which authorizes agencies to place orders with other Government agencies when the head of the ordering agency determines that it is in the interest of the Government to do so.
 - b. DOE Delegation Order No. 0204-6 which delegates authority from the Secretary of Energy to the Director, Procurement and Contracts Management Directorate to enter into contractual relationship with other Federal agencies through Interagency Agreements, if it involves a transfer of DOE dollars or something of value.
 - c. DOE Procurement Regulation--9-5.51 which provides broad policy guidance concerning the format, financing, and cost reimbursement standards of **IA's**.
 - d. Energy Reorganization Act of 1974, Public Law 93-438, Section 104(i), 107(a), and 110 which provides for the use of other agencies capabilities by the Secretary of Energy as the successor to the ERDA Administrator.
 - e. Proposed Order, Pricing of Departmental Services and Products, which provides DOE policy, responsibilities, and administrative procedures for the pricing of departmental services and

DISTRIBUTION:
All Departmental Elements
Federal Energy Regulatory Commission (info)

INITIATED BY:
Office of Procurement and
Contracts Management

products to be furnished by DOE to other Federal agencies. This Order is to replace Interim Management Directive (IMD) 1701, Pricing of Departmental Services and Products of 9-28-77. (A page change will be issued to this Order completing this reference when it is published.)

- f. Office of Management and Budget (OMB) Circular A-76, Policies for Acquiring Commercial or Industrial Products and-Services for Government Use.
- g. Atomic Energy Act of 1954--as amended, which provides for research for others in Section 33.
- h. DOE 5031.1, Administration of Policy Coordination Instruments with Government Agencies, of 6-19-78, which covers preparation of memorandums of understanding.
- i. DOE 1370.1. Review and Approval of Support Services Procurement Requirements, 6-5-78 with" change 1 of 8-29-78, which states, among other things, that support services which are provided under an interagency agreement are applicable to the provisions of the Order.

5. DEFINITIONS.

- a. An Interagency Agreement (IA) is a written agreement entered into between a DOE requiring or supplying office and the appropriate official of another Federal agency, which specifies the goods to be furnished or tasks to be accomplished by one agency in support of the other. The IAs covered by this Order are procurement instruments that are written to clearly specify the goods to be furnished or work contemplated, reporting requirements, procurement and patent policy, and arrangements for transfer of funds. In DOE, authority to execute IAs which obligate DOE funds is held by the Director of Procurement and Contracts Management (PR-1) or designees.
- b. Funds-Out IA. An IA in which DOE agrees to reimburse another Federal agency for materials or services to be provided by such Federal agency to DOE.
- c. Funds-In IA. An IA in which another Federal agency agrees to reimburse DOE for materials or services to be provided by DOE to another Federal agency. (A separate order will be published covering these IAs.)
- d. Master Interagency Agreement (Master IA) is a written agreement entered into between two Federal agencies for the purpose of generally defining areas of respective cooperation within their respective areas of responsibility. The Master IA will prescribe

the policy and procedures to be applied in accomplishing or furnishing the materials and/or services to be provided pursuant to such agreement. The Master IA establishes the basic framework under which specific task orders can be issued pursuant to its terms and conditions.

- e. Task Order. A Task Order consists of a work statement describing required tasks, milestones, reports, deliverables and funds to be transferred. It is issued pursuant to a Master IA. Task Order information is attached to the standard DOE Interagency Agreement face page (see example in Attachment 1, page 2, below) and is executed by the appropriate procurement official.
- f. No-Funds IAs. An IA that is executed for the mutual benefit of the agreeing agencies under which no funds are transferred between the agencies, even though either agency or both may expend funds, directly or indirectly.

6. APPLICABILITY.

- a. This Order does not apply to No-Funds IAs, nor to Funds-In IA.
- b. This Order applies to all DOE personnel involved in the preparation, processing, coordination, and execution of Funds-Out IA's at both DOE Headquarters and Field Organizations.
- c. This Order does not apply to Departmental training IA's, for Funds-in or Funds-out, with other government agencies.
- d. In this Order, all organizational references such as Program Office, Program Director, Finance Director, and Procurement Operations Office refer both to the Headquarters individual or position and to the equivalent individual or position at the Field Organizations.
- e. Waivers. Where a need exists for a waiver from the requirements of this Order or any provision thereof, a written request shall be submitted to: Director, Procurement and Contracts Management Directorate (PR-212), Room 308, 400 First Street, NW., Washington, D.C. 20585. Each request for a waiver submitted will contain, as a minimum:
 - (1) A detailed description of the waiver requested;
 - (2) Identification of the pertinent provision(s) of this Order that is (are) affected;

(3) A statement as to whether the request is for a one time occurrence on a specific IA, or for all IA's within a designated program area, and;

(4) A justification explaining the need for the waiver.

7. POLICY.

- a. General. An IA entered into by DOE must clearly specify the materials and/or services to be provided, reporting requirements, applicable procurement and patent policy, and include all required financial arrangements.
- b. Funds-Out IA's. Funds-Out IA's that are entered into by DOE organizations, will be processed under a Procurement Request (DOE Form PR-799A) and shall be executed by the appropriate DOE Contracting Officer within the applicable DOE Procurement Office.
- c. Funds-Out IA Amendments. All amendments to Funds-Out IA's shall be processed under PR's in the same manner as that described for processing the basic IA.
- d. IA Execution/Modification Authority. Authority for approval and execution of all Funds-Out IA's and any modifications thereto is delegated to DOE Contracting Officers only.

8. RESPONSIBILITIES ,

- a. Program Office. The Headquarters or Field Program Office is responsible for:
 - (1) IA Proposal Request Work Statement. Preparation of IA proposal request and work statement requirements, and the solicitation of another Federal agency to perform the proposed tasks.
 - (2) Proposal Request Response. Review and evaluation of the other Federal agency's response to DOE's proposal request to determine technical acceptance and feasibility of the other agency's approach in accomplishing the work statement requirements.
 - (3) DOE Cost Estimate. Prepare a cost estimate of the total project to be covered by the IA with rationale to ensure that estimated costs to perform the project and meet the program requirements are reasonable.
 - (4) Procurement Requests (PR's). Prepare Procurement Request Form (DOE Form PR 799A) and attach associated IA cost estimate support data, including comments concerning rationale and reasonableness of cost, forward the procurement request package to

the designated program official as the allotment holder to obtain certification of funds availability. The program official will then forward the PR to the Finance Director for funding review and then forward it to the appropriate Procurement Operations Office (PRO).

- (5) Coordination/Negotiation Support. Provide liaison to and coordination with the assigned Procurement Operations Office (PRO) as may be required in accordance with DOE IA procurement procedures and regulations. Provide technical advice and assistance to assigned PRO when requested in furtherance of agency to agency negotiation.
 - (6) Project Administration. After the IA has been executed, monitor and administer the IA until performance thereunder has been completed. In performance of this function, the program director will review and recommend approval of invoices submitted to DOE after ensuring that the work performed is in compliance with the terms and conditions of the IA.
 - (7) Close-Out. Notify the Finance Director and appropriate Contracting Officer in writing upon completion of the IA.
- b. Finance Director or Field Office Financial equivalents are responsible for:
- (1) Funding Review. Determines whether funding citations stated on DOE Form PR 799A represent valid codes and reviews to determine that funds are available as designated in the financial plan for procurement activity.
 - (2) Negotiation Support. Provide financial advice or assistance, when requested by the Program Office and the Procurement Operations Office in their negotiation of IA terms and conditions.
 - (3) Invoices. Transfer funds to the other Federal agency or pay invoices submitted, as appropriate, provided that such invoices have been approved by the Program Office.
 - (4) Close-Out. Upon notification of IA project completion, coordinate with the appropriate PRO Contracting Officer, and perform the required Finance Procurement instrument Close-Out function.
- c. Procurement Operations Office (PRO). The Headquarters or Field Procurement Operations Office is responsible for:

- (1) IA Review. Performing review and evaluation of the IA package, including associated support data, to ensure its adequacy, cost reasonableness, and compliance with applicable Federal and DOE regulations, and conformance with any memorandums of understanding (MOUs) that may exist with the agency(s) involved. Should the Procurement Operations Office staff discover any discrepancies, ambiguity or inadequacies in the work statement, estimated costs, etc., during this review, the appropriate program staff will be notified and requested to assist in achieving a satisfactory resolution of any problems discovered. Note: The program office is responsible for the technical content of the IA package.
- (2) Negotiation of IA. Conduct of negotiations with the other Federal agency, document any such negotiation in the IA files and obtain the signature of the supplying agency authorized official. If deemed necessary, the applicable Program Office staff will be requested to support and/or participate in any negotiation required. Pre-negotiation discussions should be held, where applicable, with the Program Office and Finance Director in order to establish an initial DOE position.
- (3) Legal Reviews. Obtaining legal counsel from the Office of General Counsel (OGC) whenever there is any question as to compliance with applicable laws, Federal and DOE Regulations, patent and technical data policy as applicable to Interagency Agreements. NOTE: Patent and technical data policy will vary, depending on the policies of the other Federal agency involved. Such variation is usually due to differing and in some cases conflicting applicable statutory provisions. Accordingly, appropriate provisions should be obtained from the DOE Patent Counsel.
- (4) Distribution of IA. Distribution of copies of each executed Funds-Out IA to the supplying agency, and to the appropriate staff elements within DOE.
- (5) Close-Out. Performance of required procurement Close-Out functions upon receipt of written notification from the Program Office that the IA has been satisfactorily completed; and, when it is closed out, retiring the IA to the inactive files.

d. General.

- (1) Funds-Out Model IA. A sample Model IA is attached to provide guidelines in the preparation of Funds-Out Interagency Agreements and includes the following: Face Page, Scope of Work, Cost, Deliverables, Duration of Agreement, Program

Officers, Obligation of Funds, Payment, Documents incorporated by reference, (Work Statements, General Provisions). (See Attachment 1.)

- (2) Interagency Agreement Face Page. To be used as a cover page for Funds-Out IA's as well as with Task Orders that may be issued against a Funds-Out Master IA.
 - (3) Additional Restrictions. No additional restrictions beyond the basic policies or funding methodologies as set forth in this Funds-Out IA Order can be applied to a Funds-Out IA with another agency, without prior clearance from the Director of Procurement and Contracts Management.
- e. Funds-In Agreements. A separate Order will be published on this subject.

FOR THE SECRETARY OF ENERGY:



William S. Heffelfinger
Director of Administration

DOE IA Number _____

Interagency Agreement With

(Performing Agency Name)

FUNDS-OUT MODEL IA

This Interagency Agreement (IA) consists of the following:

IA Face Page

Article I Purpose
Article II Scope of Work
Article III Terms
Article IV Deliverables and Due Dates
Article V Duration of Agreement
Article VI Program Officers
Article VII Obligation of Funds
Article VIII Payment
Article IX Documents Attached and Part of this Agreement
Article X Documents Incorporated by Reference
Article XI Other-

This Model IA is attached to provide guidelines and general content for the preparation of Funds-Out Interagency Agreements. Page 2 of this Attachment, the Interagency Agreement Face Page is intended for use as a cover page for Funds-Out IA's, any modifications thereto, and Task Orders that may be issued against a Master Interagency Agreement.

DOE Form 1270.1
(3-79)

U.S. DEPARTMENT OF ENERGY
INTERAGENCY AGREEMENT FACE PAGE

FUNDS-OUT INTERAGENCY AGREEMENT (IA)

Pursuant to authority of Economy Act of 1932, as amended (31 U.S.C. 636); P.L. 95-91; other:

1. IDENTIFICATION

- a. DOI, IA No.:
b. Other agency IA No.:
c. Modification No.:
d. Task order No.:

2. TYPE OF ACTION:

☐ New Award ☐ Modification ☐ Extension ☐ Other

3. PROJECT TITLE/DESCRIPTION:

4. AGREEMENT PERIOD (month, day, year)

From: To:

5. DOE PROGRAM OFFICER

Name:

Address:

Telephone Number:

5. FINANCIAL

a. Accounting and Appropriation Data:

b. Funding sources

DOE
Agency

Total Funding

c. Method of Payment:

☐ Advance ☐ Reimbursement ☐ Other

d. Amount obligated this action

e. Invoices, if any, submit to:
Department of Energy

f. Voucher Form to be used:

7. PERFORMING AGENCY

Name:

Address:

Attention:

c. Program Director

Name:

Address:

Telephone No.:

8. ISSUING AGENCY:

Department of Energy (DOE)

9. PERFORMING AGENCY ACCEPTANCE:

(signature)

(date)

Name (typewritten):

Title (typewritten):

Telephone:

10. DOE CONTRACTING OFFICER:

(signature)

(date)

Name (typewritten):

Title (typewritten):

DEPARTMENT OF ENERGY (DOE)
FUNDS-OUT
INTERAGENCY AGREEMENT (1A)

DOE IA No. _____

DOE Interagency Agreement With

(Performing Agency Name)

SCHEDULE

I. Purpose - The purpose of this agreement is to _____

_____ Briefly state purpose _____

II. Scope of Work - The Scope of Work consists of the following:

_____ Briefly state the IA Major Tasks

III. Cost - The total estimated cost for accomplishing the IA Statement of work requirements is as follows:

<u>Major Item Descriptions.</u>	<u>\$ Amounts</u>
_____ Briefly state major	_____
_____ elements that add up	_____
_____ to total dollar sum.	_____
_____ Total \$ _____	_____

Cost Estimate Requirements, See Attachment 2

IV. Deliverables/Reports

List all reports, hardware or any other deliverable items which are to be delivered:

<u>Description of Deliverables</u>	<u>Due Dates</u>
_____	_____
_____	_____
_____	_____
_____	_____

The DOE will require the performing agency to deliver _____ copies of all reports to the DOE Program Director at the address on the Cover Sheet.

The agency will also deliver one copy and one reproducible master of all the scientific and technical progress reports and the final report to the Technical Information Center at the following address:

Department of Energy
Technical Information Center (TIC)
Special Assistant for Reproduction and Processing
Post Office Box 62
Oak Ridge, Tennessee 37830

V. Duration of Agreement - See Item 3, Cover Sheet

VI. Program Officers - DOE and performing agency - See items 6 and 7 of face page.

VII. Obligation of Funds - The total amount obligated by the United States Department of Energy Is _____

The total amount obligated by other agencies -
List Agency Names and Respective \$ amounts if
Applicable

Total
(of all items)

\$ _____

VIII. Payment

The performing agency shall submit a Standard Form 1080 Invoice or Standard Form 1081 Transfer of Funds, whichever is applicable, with the following information:

- A. DOE Accounting Appropriation Data, see Block 5(a), Face page.
- B. DOE Interagency Agreement Number, see Block 1(a), Face Page.
- c. DOE mail address, see Block 5(e), Face Page.

Method of Payment - State how payment will be made, i.e., transfer of funds in advance, reimbursement, progress payments or other conditions of payment.

IX. Documents Attached and Part of this Agreement

Program Office's Work Statement
Attachment 3 - Standard General Provisions for IA's

x. Documents Incorporated by Reference

Documents incorporated by reference in any of the above documents have the same force and effect as if physically included within the agreement.

XI. Other

This article *is* for use with the model IA to provide coverage of legal, patent and technical data policy or other policy areas that may require coverage due to certain conditions applicable to a particular IA, which may not be covered under the standard Articles I through X or the General Provisions. It is discretionary for the Procurement Operations Contract Specialist to either revise or supplement the General Provisions or include as necessary Article XI as part of the General Provisions applicable to a particular IA.

FUNDS-OUT MODEL WORK SHEET

I. Statement of Work Requirements

The Statement of Work shall contain the following:

- A. OBJECTIVE: State the objective(S) that shall be accomplished by the proposed work.
- B. SCOPE OF WORK: In clear language describe the work and all tasks required to achieve **the objectives.**
- C. PERFORMANCE SCHEDULE: List the milestones with calendar dates for each in order of completion.
- D. REPORTS/DELIVERABLES: List all reports, hardware or any other item which are to be delivered with respective due date requirements for each report and deliverable under **the IA.**

II. Cost Estimate Requirements

The IA Cost Estimate shall be an estimate of the complete proposed program, including the necessary details with supporting basis and rationale.

STANDARD GENERAL PROVISIONS
FOR
DOE FUNDS-OUT INTERAGENCY AGREEMENT

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These General Provisions are to be attached to all Funds-Out Interagency Agreements, including Research and Development IA's. The assigned DOE Contract Specialist will add or delete specific provisions that are appropriate with respect to the particular IA to be awarded.

STANDARD GENERAL PROVISIONS
FOR DOE INTERAGENCY AGREEMENTS

7. Definitions. For purposes of this agreement, "DOE" means the United States Department of Energy or any duly authorized representative thereof, and "Agency" means the performing agency stated in the agreement or any duly authorized representative thereof.
2. Cost Chargeable to DOE Funds. Direct costs are the costs that can be directly identified with and charged to the work under the agreement and within the limitations set forth below. Examples of such costs are salaries, wages, technical services, materials, travel and transportation, communications, and any facilities and equipment expressly approved for purchase under the interagency agreement.
 - a. Expenditures for domestic travel expected to exceed \$1,000 per individual trip shall not be allowable hereunder without prior written approval of the DOE Contracting Officer.
 - b. Foreign travel costs are allowable only when the trip has received the advance approval of the DOE Contracting Officer.
 - c. Reimbursement for expenditures at technical meetings and seminars at which attendance is not required by DOE, shall not be allowable without prior written approval of the DOE Contracting Officer.
3. Financing. DOE will finance programs on a reimbursable basis when acceptable to the other agency. If the reimbursable basis is not acceptable, however, then DOE will finance the work by a Consolidated Working Fund Advance, preferably on a quarterly basis, or by an appropriation transfer or transfer appropriation. DOE will reimburse or will make available, in advance, the amount specified in the Interagency Agreement incorporating these general provisions. Requests for funds shall show separately the amount required for (a) operating costs, (b) capital equipment (as defined in 9 below), and (c) acquisition or condemnation of any real property or any facility or for plant or facility acquisition, construction or expansion.
 - a. Vouchers for payment will be submitted on the agreed upon form,
 - b. 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 Agency if the IA is amended by the DOE to extend the period of performance for the research project or any other work beyond

the original completion date. Request for such time extensions should be made to the DOE by the Agency at least 30 days prior to the end of the performance period.

- c. Any advanced funds remaining for a continuing research project or any other work 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.
 - d. Any advanced funds remaining after the completion of a research project shall be reimbursed to the DOE.
4. Notice of Costs Approaching Total Estimated Costs. Whenever the Agency has reason to believe that the total cost of the work under this agreement will be substantially greater or less than the presently estimated cost of the work, the Agency shall promptly notify the DOE in writing. The Agency shall also notify the DOE, in writing, when the aggregate of costs incurred and outstanding commitments allowable under this agreement is equal to 90 percent (or such other percentage as the DOE may from time to time establish by notice to the Agency) of the presently estimated total costs under this agreement. When the costs incurred and outstanding commitments equal 100 percent of such estimated total costs, the Agency shall make no further commitments or expenditures (except to meet existing commitments) and shall be excused from further performance of the work unless and until the DOE shall increase the total estimated costs to be incurred with respect to this agreement.
5. Excess Funds. The Agency shall take prompt action to return to the DOE any funds determined to be excess to the work during the performance of the work and any unobligated funds after the completion of the agreement or as of September 30 each year unless the agreement has been extended and any unused balances have been carried forward in the extension. In a joint venture project where the performing Agency deposits the advance in any annual consolidated working fund, any unobligated balances shall be returned to the DOE before the cutoff date at the close of each fiscal year.
6. Financial Reports. The Agency shall furnish the DOE, not later than 15 days after the close of each reporting period, monthly or other periodic cost or financial reports in such form and detail as may be required by the DOE. Any costs incurred for capital equipment or other assets shall be supported by a list showing the description, make, any serial number, and the cost of each item acquired.
7. Accounting Records. The Agency shall accumulate and account for obligations and costs incurred in connection with the work being performed under this agreement in such form and detail as may be required by the DOE.

8. Termination. The DOE may terminate this agreement upon 30 days written notice of such termination addressed to the Agency. In the event of such termination the Agency shall be reimbursed, to the extent permitted, for obligations actually incurred to the effective date of 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 Agency, in the exercise of due diligence, is unable to cancel. Payments under this agreement, including payments under this article shall not exceed the ceiling amount elsewhere specified in this agreement.

9. Capital Equipment.

- a. "Capital Equipment" means each item of equipment which is expected to have an extended period of service, generally a year or more, and has sufficient monetary value, generally of \$500 or more, to justify continuing accounting records for the item.
- b. Unless expressly authorized by the contracting officer in advance the Agency shall not be reimbursed or use funds made available under this agreement for the procurement or fabrication of capital equipment.
- c. If capital equipment is purchased or otherwise acquired pursuant to an authorization under Paragraph (b) above, except as may be otherwise agreed by the DOE and the Agency:
 - (1) the title thereto shall vest in the DOE;
 - (2) the Agency shall be responsible for the maintenance and safeguarding thereof; and
 - (3) the Agency shall maintain a record in such a manner as to insure adequate control and accounting satisfactory to the DOE, of capital equipment procured or fabricated.

10. Real Property and Facilities.

- a. Unless expressly authorized by the contracting officer in advance, the Agency shall not be reimbursed or use funds made available under this agreement for the acquisition or condemnation of any real property or any facility or for plant or facility acquisition, construction or expansion.
- b. If the Agency acquires or condemns any real property or any facility or acquires, constructs, or expands any plant or facility pursuant to an authorization under (a) above, except as may be otherwise agreed by the DOE and the Agency:

- (1) the title thereto shall vest in the DOE, and property accountability and control shall become the responsibility of DOE;
- (2) the Agency shall be responsible for the maintenance and safeguarding thereof; and
- (3) the Agency shall maintain a record thereof in such a manner as to insure adequate control and accounting satisfactory to the DOE.

- 11. Patents and Technical Data. This section is to contain appropriate patent and data provisions which recognize DOE mission of achieving widespread availability and competitive commercial utilization of the benefits of DOE-funded research, development, and demonstration activities. Specific wording will vary depending on the agency involved and must be obtained from the DOE patent counsel.
- 12. Security of Restricted Data.
 - a. Contracting Agency's duty to safeguard restricted data, formerly restricted data, and other classified information. The Agency shall, in accordance with DOE security regulations and requirements, be responsible for safeguarding restricted data, formerly restricted data, and other classified information and protecting against sabotage, espionage, loss and theft, the classified documents and material in the Agency's possession in connection with the performance of work under this agreement. Except as otherwise expressly provided in this agreement, the Agency shall upon completion or termination of this agreement, transmit to DOE any classified matter in the possession of the Agency or any person under the Agency's control in connection with performance of this agreement. If retention by the Agency of any classified matter is required after the completion or termination of the agreement and such retention is approved by the DOE, the Agency will complete a certificate of possession to be furnished to DOE specifying the classified matter to be retained. The certification shall identify the items and types or categories of matter retained, the conditions governing the retention of the matter and the period of retention, if known. If the retention is approved by the DOE, the security provisions of the agreement will continue to be applicable to the matter retained.
 - b. Regulations The Agency agrees to conform to all security regulations and requirements of DOE.

- c. Definition of Restricted Data. The term "restricted data," as used in this clause, means all data concerning: (1) design, manufacture, or utilization of atomic weapons; (2) the production of special nuclear material; or (3) the use of special nuclear material in the production of energy, but shall not include data declassified or removed from the restricted data category pursuant to Section 142 of the Atomic Energy Act of 1954.
- d. Definition of Formerly Restricted Data. The term "formerly restricted data," as used in this clause, means all data removed from the restricted data category under Section 142 d of the Atomic Energy Act of 1954, as amended.
- e. Security Clearance of Personnel. The Agency shall not permit any individual to have access to restricted data, formerly restricted data, or other classified information, except in accordance with the Atomic Energy Act of 1954, as amended, and the DOE's regulations or requirements applicable to the particular type or category of classified information to which access is required.
- f. Criminal Liability. It is understood that disclosures of restricted data, formerly restricted data, or other classified relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any restricted data, formerly restricted data, or any other classified matter that control in connection with work under this agreement, may subject any representatives of the Agency, its agents, employees or subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2100 et seq.: 18 U.S. C. 793 and 794; and Executive Order 11652.)
- g. Contracts and Purchase Orders. Except as otherwise authorized in writing by DOE, the Agency shall insert provisions similar to the foregoing in all contracts and purchase orders under this agreement.
- h. Security Requirements for Proprietary Energy Data. The Agency shall safeguard DOE limited official use information, or other proprietary or sensitive data (including material relating to patents), from unauthorized access, disclosure, modification or destruction in accordance with applicable DOE security regulations and applicable orders and directives.
- i. Computer Security Requirements. In the event that this Agreement involves utilization of a computer system, the Agency will establish administrative, technical and physical security procedures in accordance with applicable DOE regulations, to ensure against access to DOE information to individuals not formally authorized by the DOE to possess such information.

13. Classification. In the performance of the work under this Agreement, the Agency shall assign or obtain classifications to all documents, material, and equipment originated or generated by the Agency in accordance with classification guidance furnished to the Agency by the DOE. Every subcontract and purchase order issued hereunder to involving the origination or generation of classified documents, material, or equipment, shall include a provision to the effect that in the performance of such subcontract or purchase order, the subcontractor or supplier shall assign classifications to all such documents, material and equipment in accordance with classification guidance furnished to such subcontractor or supplier by the Agency.
14. Technical Progress Reports: Publication. The Agency will make such reports to the DOE on the progress of the work under this Agreement as may be mutually agreed upon.

It is the policy of DOE to make the results of the research, development and demonstration work contemplated under interagency agreements broadly available to the scientific, technical and engineering community and others through the timely publication of reports or journal articles. All publications and engineering materials prepared under the IA will be freely exchanged, made available for public sales, unless classified, and a minimum of two copies sent to the DOE Technical Information Center (TIC), P.O. Box 62, Oak Ridge, Tennessee 37830. Each IA technical report issued and each task order technical report issued pursuant to a master IA will be accompanied by a DOE Form 537 and a statement describing the technical reports delivered and will be sent to TIC for incorporation into the Technical Information Management System (TIMS).
15. Environmental Safety and Health Requirements. DOE will not assume responsibility for prescribing and/or enforcing environmental safety and health requirements for operators of other Agency facilities engaged in the performance of DOE work.

U.S. Department of Energy
Washington, D.C.

PAGE CHANGE

DOE 1270.1 Chg 1

1-7-93

SUBJECT: FUNDS-OUT INTERAGENCY AGREEMENTS

1. PURPOSE. To transmit revised pages to DOE 1270.1, FUNDS-OUT INTERAGENCY AGREEMENTS, of 6-13-79.
2. EXPLANATION OF CHANGE. To make organizational title, routing symbol, and other editorial changes required by SEN-6. No substantive changes have been made.
3. FILING INSTRUCTIONS.

a.	<u>Remove Page</u>	<u>Dated</u>	<u>Insert Page</u>	<u>Dated</u>
	1 thru 7 (and 8)	6-13-79	1 and 2	1-7-93
			3	1-7-93
				6-13-79
			5 thru 7 (and 8)	1-7-93
	Atch 1, page 5 (and 6)	6-13-79	Atch 1, page 5 (and 6)	1-7-93
	Atch 3, pages 1 thru 4	6-13-79	Atch 3, page 1	6-13-79
			Atch 3, page 2	1-7-93
			Atch 3, page 3	6-13-79
			Atch 3, page 4	1-7-93

- a. After filing the attached pages, this transmittal may be discarded.

BY ORDER OF THE SECRETARY OF ENERGY:



DOLORES L. ROZZI
Director of Administration
and Management

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INITIATED BY:

Office of Procurement, Assistance
and Program Management

U.S. Department of Energy

Washington, D.C.

ORDER

DOE 1270.1

6-13-79

Change 1: 1-7-93

SUBJECT: FUNDS-OUT INTERAGENCY AGREEMENTS

1. PURPOSE. This Order provides policy and procedural guidelines for the preparation, processing, coordination-and execution of funds-out Interagency Agreements (**IA's**) within the Department of Energy (DOE).
2. SCOPE. The provisions of this Order apply to all elements of the Department of Energy that are involved in the preparation, processing, coordination, and execution of Interagency Agreements.
3. OBJECTIVE. To provide a DOE-wide procedural system with adequate checks and balances to ensure uniformity in the preparation and processing of **IA's** and the incorporation of data required by Department of Energy organizations to effectively manage programs and resources through the use of **IA's**.
4. REFERENCES. The references cited below are not exclusive.
 - a. Section 601 of Economy Act of 1932, as amended (31 U.S.C. (1536)), which authorizes agencies to place orders with other Government agencies when the head of the ordering agency determines that it is in the interest of the Government to do so.
 - b. DOE Delegation Order No. 0204.98.1 of 06-14-82 which delegates authority from the Secretary of Energy to the Director, Office of Procurement, Assistance and Program Management to enter into contractual relationship with other Federal agencies through Interagency Agreements, if it involves a transfer of DOE dollars or something of value.
 - c. Subpart 17.505 of the Federal Acquisition Regulation (48 CFR 17.505) and section 917.505-71 of DOE Acquisition Procurement Regulation (48 CFR 917.505-71) which provide broad policy guidance concerning the format, financing, and cost reimbursement standards of **IA's**.
 - d. Energy Reorganization Act of 1974, Public Law 93-438, Section **104(i), 107(a), and 110** which provides for the use of other agencies capabilities by the Secretary of Energy as the successor to the ERDA Administrator.
 - e. Office of Management and Budget (OMB) Circular A-76, Policies for Acquiring Commercial or Industrial Products and Services for Government Use.

Vertical line denotes change.

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- f. Atomic Energy Act of 1954--as amended, which provides for research for others in Section 33.
- | g. DOE 1280.1A, MEMORANDUMS OF UNDERSTANDING, of 11-15-91, which covers preparation of memorandums of understanding.
- | h. DOE 2110.1A, PRICING OF DEPARTMENTAL MATERIALS AND SERVICES, of 7-14-88, which provides DOE policy, responsibilities, and administrative procedures for the pricing of Departmental services and products to be furnished by DOE to other Federal agencies.
- | i. DOE 2200.5B, FUND ACCOUNTING, Chapter II, "Accounting for Appropriations and Other Funds," of 6-8-92, which establishes DOE policy that appropriated funds shall be expended only for the purposes intended by Congress and appropriations shall not be obligated after the period of availability.
- | j. DOE 2200.6A, FINANCIAL ACCOUNTING, of 1-7-93, which defines capital equipment, low value capital equipment, and object class 3 equipment, and sets forth the policy of DOE for accounting for and funding low value capital equipment acquisition.
- | k. DOE 4200.3D, MANAGEMENT OF SUPPORT SERVICES CONTRACT ACTIVITY, 8-31-92, which states, among other things, that support services which are provided under an interagency agreement are subject to the provisions of the Order.
- | l. DOE 4300.2B, NON-DEPARTMENT OF ENERGY FUNDED WORK (WORK FOR OTHERS), of 7-16-91, which establishes DOE policy, procedures, and responsibilities for authorizing and administering non-DOE funded work.
- | m. DOE 5100.14A, ALLOTMENT AND APPROVED FUNDING PROGRAM PROCESS, of 5-18-92, which describes DOE's Approved Funding Program and allotment process and explains the system and procedures required to execute and control the budget during the fiscal year.

5. DEFINITIONS.

- a. An Interagency Agreement (IA) is a written agreement entered into between a DOE requiring or supplying office and the appropriate official of another Federal agency, which specifies the goods to be furnished or tasks to be accomplished by one agency in support of the other. The IAs covered by this Order are procurement instruments that are written to clearly specify the goods to be furnished or work contemplated, reporting requirements, procurement and patent policy, and arrangements for transfer of funds. In DOE, authority to execute IAs which obligate DOE funds is held by the Director of Procurement, Assistance and Program Management (PR-1) or designees.
- | b. Funds-Out IA. An IA in which DOE agrees to reimburse another Federal agency for materials or services to be provided by such Federal agency to DOE.

- c. Funds-In IA. An IA in which another Federal agency agrees to reimburse DOE for materials or services to be provided by DOE to another Federal agency. (DOE 4300.2B & DOE 2200.6A, Chapter IX, cover these IAs.)
- d. Master Interagency Agreement (Master IA) is a written agreement entered into between two Federal agencies for the purpose of generally defining areas of respective cooperation within their respective areas of responsibility. The Master IA will prescribe the policy and procedures to be applied in accomplishing or furnishing the materials and/or services to be provided pursuant to such agreement. The Master IA establishes the basic framework under which specific task orders can be issued pursuant to its terms and conditions.
- e. Task Order. A Task Order consists of a work statement describing required tasks, milestones, reports, deliverables and funds to be transferred. It is issued pursuant to a Master IA. Task Order information is attached to the standard DOE Interagency Agreement face page (see example in Attachment 1, page 2) and is executed by the appropriate procurement official.
- f. No-Funds IAs. An IA that is executed for the mutual benefit of the agreeing agencies under which no funds are transferred between the agencies, even though either agency or both may expend funds, directly or indirectly.

6. APPLICABILITY.

- a. This Order does not apply to No-Funds IAs, nor to Funds-In IA.
- b. This Order applies to all DOE personnel involved in the preparation, processing, coordination, and execution of Funds-Out IA's at both Headquarters and Field Elements.
- c. This Order does not apply to Departmental training IA's, for Funds-in or Funds-out, with other Government agencies.
- d. In this Order, all organizational references such as Program Office, Program Director, Field Element Chief Financial Officer (Field CFO), and Procurement Operations Office refer both to the Headquarters individual or position and to the equivalent individual or position at the Field Elements
- e. Waivers. Where a need exists for a waiver from the requirements of this Order or any provision thereof, a written request shall be submitted to: Office of Procurement, Assistance and Program Management, Business Clearance Division, PR-131. Each request for a waiver submitted will contain, as a minimum:
 - (1) A detailed description of the waiver requested;
 - (2) Identification of the pertinent provision(s) of this Order that is (are) affected;

(3) A statement as to whether the request is for a one time occurrence on a specific IA, or for all IA's within a designated program area, and;

(4) A justification explaining the need for the waiver.

7. POLICY.

- a. General. An IA entered into by DOE must clearly specify the materials and/or services to be provided, reporting requirements, applicable procurement and patent policy, and include all required financial arrangements.
- b. Funds-Out IA's. Funds-Out IA's that are entered into by DOE organizations, will be processed under a Procurement Request (DOE Form PR-799A) and shall be executed by the appropriate DOE Contracting Officer within the applicable DOE Procurement Office.
- c. Funds-Out IA Amendments. All amendments to Funds-out IA's shall be processed under PR's in the same manner as that described for processing the basic IA.
- d. IA Execution/Modification Authority. Authority for approval and execution of all Funds-Out IA's and any modifications thereto is delegated to DOE Contracting Officers only.

8. RESPONSIBILITIES

- a. Program Office. The Headquarters or Field Program Office is responsible for:
 - (1) IA Proposal Request Work Statement. Preparation of IA proposal request and work statement requirements, and the solicitation of another Federal agency to perform the proposed tasks.
 - (2) Proposal Request Response. Review and evaluation of the other Federal agency's response to DOE's proposal request to determine technical acceptance and feasibility of the other agency's approach in accomplishing the work statement requirements.
 - (3) DOE Cost Estimate. Prepare a cost estimate of the total project to be covered by the IA with rationale to ensure that estimated costs to perform the project and meet the program requirements are reasonable.
 - (4) Procurement Requests (PR's). Prepare Procurement Request Form (DOE Form PR 799A) and attach associated IA cost estimate support data, including comments concerning rationale and reasonableness of cost, forward the procurement request package to

the designated program official as the allotment holder to obtain certification of funds availability. The program official will then forward the procurement request to the Field CFO for funding review and then forward it to the appropriate Procurement Operations Office (PRO).

- (5) Coordination/Negotiation Support. Provide liaison to and coordination with the assigned Procurement Operations Office (PRO) as may be required in accordance with DOE IA procurement procedures and regulations. Provide technical advice and assistance to assigned PRO when requested in furtherance of agency to agency negotiation.
- (6) Project Administration. After the IA has been executed, monitor and administer the IA until performance thereunder has been completed. In performance of this function, the program director will review and recommend approval of invoices submitted to DOE after ensuring that the work performed is in compliance with the terms and conditions of the IA.
- (7) Close-Out. Notify the Field CFO and appropriate Contracting Officer in writing upon completion of the IA.

b. Field Chief Financial Officer or DOE Field Office financial equivalents are responsible for:

- (1) Funding Review. Determines whether funding citations stated on DOE Form PR 799A represent valid codes and reviews to determine that funds are available as designated in the financial plan for procurement activity.
- (2) Negotiation Support. Provide financial advice or assistance, when requested by the Program Office and the Procurement Operations Office in their negotiation of IA terms and conditions.
- (3) Invoices. Transfer funds to the other Federal agency or pay invoices submitted, as appropriate, provided that such invoices have been approved by the Program Office.
- (4) Close-Out. Upon notification of IA project completion, coordinate with the appropriate Contracting Officer, and perform the required finance procurement instrument close-out function.

c. Procurement Operations Office. The Headquarters or Field Procurement Operations Office is responsible for:

- (1) IA Review. Performing review and evaluation of the IA package, including associated support data, to ensure its adequacy cost reasonableness, and compliance with applicable Federal and DOE regulations, and conformance with any memorandums of understanding MOUs) that may exist with the agency(s) involved. Should the Procurement Operations Office staff discover any discrepancies, ambiguity or inadequacies in the work statement, estimated costs, etc., during this review, the appropriate program staff will be notified and requested to assist in achieving a satisfactory resolution of any problems discovered. Note: The program office is responsible for the technical content of the IA package.
- (2) Negotiation of IA. Conduct of negotiations with the other Federal agency, document any such negotiation in the IA files and obtain the signature of the supplying agency authorized official. If deemed necessary, the applicable Program Office staff will be requested to support and/or participate in any negotiation required. Pre-negotiation discussions should be held, where applicable, with the Program Office and Field CFO in order to establish an initial DOE position.
- (3) Legal Reviews. Obtaining legal counsel from the Office of General Counsel (OGC) whenever there is any question as to compliance with applicable laws, Federal and DOE Regulations, patent and technical data policy as applicable to Interagency Agreements. NOTE: Patent and technical data policy will vary, depending on the policies of the other Federal agency involved. Such variation is usually due to differing and in some cases conflicting applicable statutory provisions. Accordingly, appropriate provisions should be obtained from the DOE Patent Counsel.
- (4) Distribution of IA. Distribution of copies of each executed Funds-Out IA to the supplying agency, and to the appropriate staff elements within DOE.
- (5) Close-Out. Performance of required procurement Close-Out functions upon receipt of written notification from the Program Office that the IA has been satisfactorily completed; and, when it is closed out, retiring the IA to the inactive files.

d. General.

- (1) Funds-Out Model IA. A sample Model IA is attached to provide guidelines in the preparation of Funds-Out Interagency Agreements and includes the following: Face Page, Scope of Work, Cost, Deliverables, Duration of Agreement, Program

Officers Obligation of Funds Payment Documents incorporated by reference, (Work Statements, General Provisions). (See Attachment 1.)

- (2) Interagency Agreement Face Page. To be used as a cover page for Funds-Out IA's as well as with Task Orders that may be issued against a Funds-Out Master IA.
- (3) Additional Restrictions. No additional restrictions beyond the basic policies or funding methodologies as set forth in this Funds-Out IA Order can be applied to a Funds-Out IA with another agency, without prior clearance from the Director of Procurement, Assistance and Program Management.

e. Funds-In Agreements. See DOE 4300.2B and DOE 2200.6A, Chap IX.

BY ORDER OF THE SECRETARY OF ENERGY:



DOLORES L. ROZZI
Director of Administration
and Management

The total amount obligated by other agencies -
List Agency Names and Respective \$ amounts if
Applicable

Total \$ _____
(of all items)

VIII. Payment

“Approved Treasury forms or the Treasury’s On-line Payment and Collection System” must be used for expenditure transfers between DOE or other Federal agencies.

- A. DOE Accounting Appropriation Data, see Block 5(a), Face Page.
- B. DOE Interagency Agreement Number, see Block 1(a), Face Page.
- c. DOE mail address, see Block 5(e), Face Page.

Method of Payment - State how payment will be made, i.e., transfer of funds in advance, reimbursement, progress payments or other conditions of payment.

IX. Documents Attached and Part of this Agreement

Program Office’s Work Statement
Attachment 3 - Standard General Provisions for **IA’s**

x. Documents Incorporated by Reference

Documents incorporated by reference in any of the above documents have the same force and effect as if physically included within the agreement.

XI. Other

This article is for use with the model **IA** to provide coverage of legal, patent and technical data policy or other policy areas that may require coverage due to certain conditions applicable to a particular **IA**, which may not be covered under the standard Articles I through X or the General Provisions. It is discretionary for the Procurement Operations Contract Specialist to either revise or supplement the General Provisions or include as necessary Article XI as part of the General Provisions applicable to a particular **IA**.

STANDARD GENERAL PROVISIONS
FOR
DOE FUNDS-OUT INTERAGENCY AGREEMENT

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These General Provisions are to be attached to all Funds-Out Interagency Agreements, including Research and Development IA's. The assigned DOE Contract Specialist will add or delete specific provisions that are appropriate with respect to the particular IA to be awarded.

STANDARD GENERAL PROVISIONS
FOR DOE INTERAGENCY AGREEMENTS

1. Definitions. For purposes of this agreement, "DOE" means the United States Department of Energy or any duly authorized representative thereof, and "Agency" means the performing agency stated in the agreement or any duly authorized representative thereof.
2. Cost Chargeable to DOE Funds. Direct costs are the costs that can be directly identified with and charged to the work under the agreement and within the limitations set forth below. Examples of such costs are salaries, wages, technical services, materials, travel and transportation, communications, and any facilities and equipment expressly approved for purchase under the interagency agreement.
 - a. Expenditures for domestic travel expected to exceed \$1,000 per individual trip shall not be allowable hereunder without prior written approval of the DOE Contracting Officer.
 - b. Foreign travel costs are allowable only when the trip has received the advance approval of the DOE Contracting Officer.
 - c. Reimbursement for expenditures at technical meetings and seminars at which attendance is not required by DOE, shall not be allowable without prior written approval of the DOE Contracting Officer.
3. Financing The Economy Act (31 U.S.C. 1536) provides the authority for making cash payments in advance to other Federal agencies for work performed under the authority of the Economy Act. Even though advance payments are permissible under the Economy Act, it is DOE's policy not to make advances to other Federal agencies except when required by law or provisions of an interagency agreement. Agencies with revolving funds or Department of the Treasury approved consolidated working funds are examples of instances where cash advances may be required. Transfer appropriations may also be used to fund work performed by other Federal agencies. Transfer appropriations are not accounted for as advances. Accounting for transfer appropriations is covered in DOE 2200.5B, FUND ACCOUNTING, Chapter II, "Accounting for Appropriations and Other Funds." Additional information is also contained in DOE 5100. 14A, ALLOTMENT AND APPROVED FUNDING PROGRAM PROCESS, of 5-18-92.
 - a. Vouchers for payment will be submitted on the agreed upon form.
 - b. Any funds advanced which are expected to remain beyond the original period of performance for project which is incomplete, or for which there is an increased scope of work, will remain available to the Agency if the IA is amended by the DOE to extend the period of performance for the research project or any other work beyond

the original completion date. Request for such time extensions should be made to the DOE by the Agency at least 30 days prior to the end of the performance period.

- c. Any advanced funds remaining for a continuing research project or any other work 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.
- d. Any advanced funds remaining after the completion of a research project shall be reimbursed to the DOE.

- 4. Notice of Costs Approaching Total Estimated Costs. Whenever the Agency has reason to believe that the total cost of the work under this agreement will be substantially greater or less than the presently estimated cost of the work, the Agency shall promptly notify the DOE in writing. The Agency shall also notify the DOE, in writing. When the aggregate of costs incurred and outstanding commitments allowable under this agreement is equal to 90 percent (or such other percentage as the DOE may from time to time establish by notice to the Agency) of the presently estimated total costs under this agreement. When the costs incurred and outstanding commitments equal 100 percent of such estimated total costs, the Agency shall make no further commitments or expenditures (except to meet existing commitments) and shall be excused from further performance of the work unless and until the DOE shall increase the total estimated costs to be incurred with respect to this agreement.
- 5. Excess Funds. The Agency shall take prompt action to return to the DOE any funds determined to be excess to the work during the performance of the work and any unobligated funds after the completion of the agreement or as of September 30 each year unless the agreement has been extended and any unused balances have been carried forward in the extension. In a joint venture project where the performing Agency deposits the advance in any annual consolidated working fund, any unobligated balances shall be returned to the DOE before the cutoff date at the close of each fiscal year.
- 6. Financial Reports. The Agency shall furnish the DOE, not later than 15 days after the close of each reporting period, monthly or other periodic cost or financial reports in such form and detail as may be required by the DOE. Any costs incurred for capital equipment or other assets shall be supported by a list showing the description, make, any serial number, and the cost of each item acquired.
- 7. Accounting Records. The Agency shall accumulate and account for obligations and costs incurred in connection with the work being performed under this agreement in such form and detail as may be required by the DOE.

8. Termination. The DOE may terminate this agreement upon **30** days written notice of such termination addressed to the Agency. **In** the event of such termination the Agency shall be reimbursed, to the extent permitted, for obligations actually incurred to the effective date of 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 Agency, in the exercise of due diligence, is unable to cancel. Payments under this agreement, including payments under this article shall not exceed the ceiling amount elsewhere specified in this agreement.
9. Capital Equipment.
- a. "Capital Equipment" means equipment anticipated to have a service life of 2 years or more and an acquisition cost of \$5,000 or more.
- b. Unless expressly authorized by the contracting officer in advance the Agency shall not be reimbursed or use funds made available under this agreement for the procurement or fabrication of capital equipment.
- c. **If** capital equipment is purchased or otherwise acquired pursuant to an authorization under subparagraph (b) above, except as may be otherwise agreed by the DOE and the Agency:
- (1) The title thereto shall vest in the DOE;
- (2) The Agency shall be responsible for the maintenance and safeguarding thereof; and
- (3) The Agency shall maintain a record in such a manner as to insure adequate control and accounting satisfactory to the DOE, of capital equipment procured or fabricated.
10. Real Property and Facilities.
- a. Unless expressly authorized by the contracting officer in advance, the Agency shall not be reimbursed or use funds made available under this agreement for the acquisition or condemnation of any real property or any facility or for plant or facility acquisition, construction or expansion.
- b. If the Agency acquires or condemns any real property or any facility or acquires, constructs, or expands any plant or facility pursuant to an authorization under (a) above, except as may be otherwise agreed by the DOE and the Agency: