**INTERAGENCY AGREEMENT**

# INTERAGENCY AGREEMENT BETWEEN

# THE FEDERAL AVIATION ADMINISTRATION (FAA)

# AND

# *[Insert name of other agency and agreement number]*

# ARTICLE I. PARTIES

***[Insert for both parties: Business Partner Network (BPN) number; Treasury Account Symbol (TAS) or appropriation code; and Business Event Type Code (BETC)]***

# ARTICLE 2. SCOPE (Statement of Requirements, Terms & Conditions)

1. Purpose. The purpose of this Agreement between the Federal Aviation Administration (FAA) and ***[Insert name of the other agency]*** is to ***[Insert description of the work to be performed]***.
2. Specific goals and objectives to be accomplished. ***[Describe the goals and objectives to be*** ***accomplished]***.
3. Roles and responsibilities. ***[Describe roles and responsibilities of the parties]***.

# ARTICLE 3. EFFECTIVE DATE AND TERM

This Agreement is effective on the date of the last signature and shall continue in effect until ***[Insert completion date of the interagency agreement]***, or until earlier terminated by the parties, as provided herein.

# ARTICLE 4. DELIVERY/PERFORMANCE

Work shall be accomplished according to the following schedule: ***[Insert work schedule to be followed in performing the work]***.

# ARTICLE 5. REPORTING REQUIREMENTS

***[Describe method and frequency of reporting requirements, e.g. performance (revenue and expenses) reporting, Program Plans, Technical Reports, Progress Reports or Milestone Reporting, including financial reports, if required].***

# ARTICLE 6. RELEASE OF TECHNICAL DATA

No information, oral or written, concerning the results or conclusions made pursuant to this Agreement shall be published or released to the public without the prior written approval of the FAA Contracting Officer (CO).

# ARTICLE 7. LEGAL AUTHORITY

This Agreement is entered into under the authority of the Federal Aviation Act of 1958, 49 U.S.C. 106(1) and 106(m), and 31 U.S.C. 1535.

***[Note 1. If this is a joint activity with Department of Defense (see T.3.8.1.b.2, Joint Activities with DOD), also cite 49 U.S.C. 40121(c) 2.]***

# ARTICLE 8. POINTS OF CONTACT

|  |  |  |  |
| --- | --- | --- | --- |
| **FAA Program Office/Technical Officer** | |  | **FAA Contracting Officer** |
|  | |  |  |
| **FAA Accounting Office** | |  | **Federal Agency** |
|  | |  |  |
| **Address** | |  | **Address** |
|  |  |  |  |
|  |  |  |  |

# ARTICLE 9. FUNDING AND PAYMENT

1. Funds in the amount of $ ***[Insert amount]*** are hereby obligated to this Interagency Agreement. Obligation is chargeable to Appropriation Code:

***[Insert appropriation code and PR number]***

***[Insert information about expiration date of funding]***

1. A properly executed request for payment should be submitted to the FAA at the billing address identified below.

# Billing Address: *[Insert billing address]*

1. Method of Payment. ***[Insert description of method of payment]***
2. Upon termination or expiration of this Agreement, any FAA funds which have not been spent or obligated for allowable expenses prior to the date of termination and are not reasonably necessary to cover termination expenses shall be returned to the FAA.

***[Note 2. When the Economy Act is cited as authority, funds must be obligated by the servicing agency prior to their expiration, i.e. if the servicing agency is to perform the work itself, performance of the work must begin prior to that date. If the agency is to acquire the product or service through contract, the contract must have been executed and funds obligated to the contract prior to their expiration date. Any funds not properly obligated must be returned prior to their expiration date.]***

***[Note 3. Describe any other funding limitations, e.g. limits on the use of FAA funds for a multi-year contract.]***

***[Note 4. If applicable, insert provisions for advance payments and method of liquidating the advance]***

# ARTICLE 10. LIMITATION OF FUNDS

The FAA’s liability to make payments to ***[Insert name of other agency]*** is limited to the amount of funds obligated hereunder, including written modifications to this Agreement.

# ARTICLE 11. APPROVAL OF PRIME CONTRACT/MODIFICATIONS

***[Note 5. If the FAA will obtain products or services through the other Federal Agency’s contractor, describe the role of the FAA Contracting and Legal Offices. Typically, the FAA reviews the underlying contract and modifications, drafts the statement of work and provides other technical assistance prior to award. FAA legal reviews the underlying contract to determine if it is in compliance with FAA specific statutes and funding limitations. The following is suggested:]***

Prior to executing any contract or modification to an existing contract in order to fulfill the requirements of Article ***[Insert article number]*** of this Agreement, the ***[Insert name of other agency]*** agency shall provide the FAA CO with a copy of the contract or modification. The written concurrence of the FAA CO shall be obtained by ***[Insert name of other agency]*** prior to contract award, or execution of the modification.

# ARTICLE 12. CHANGES, MODIFICATIONS

1. Changes and/or modifications to this Agreement shall be in writing and signed by a FAA Contracting Officer and the Contracting Officer of ***[CO insert name of other agency]*** Agency, or their duly authorized representatives acting within the scope of their authority. No oral statement by any person shall be interpreted as modifying or otherwise affecting the terms of this Agreement. All requests for interpretation or modification shall be made in writing.
2. The FAA Technical Officer identified in Article 8 is responsible for the technical administration of this Agreement. The FAA Technical Officer is not authorized to make any changes that impact the cost, schedule or performance of this Agreement without the written consent of the FAA Contracting Officer.

# ARTICLE 13. TERMINATION

Either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party (other than payment of amounts due and owing and performance of obligations accrued, plus termination costs if any, in each case on or prior to the termination date) by giving the other party at least thirty (30) days prior written notice of termination. Upon receipt of a notice of termination, the receiving party shall take immediate steps to stop the accrual of any additional obligations, which might require payment.

***[Insert here any additional termination requirements that may apply, e.g. disposition of data, return, or other disposition of property to either party].***

# ARTICLE 14. ORDER OF PRECEDENCE

In the event of any inconsistency between the terms of the Agreement, the inconsistency shall be resolved by giving preference in the following order:

1. The Agreement
2. The Attachments

# ARTICLE 15. PROTECTION OF INFORMATION

The parties agree that they shall take appropriate measures to protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement.

***[If appropriate, include specific provisions governing the release of data developed under the Agreement.***

# ARTICLE 16. DISPUTES

# Where possible, disputes will be resolved by informal discussion between the parties. If the parties are unable to resolve any disagreement through good faith negotiations, the dispute will be resolved in accordance with instructions provided in the Treasury Financial Manual (TFM) Volume I, Part 2, Chapter 4700, Appendix 5 (Overall Intra-governmental Transactions (IGT) Processes and General Information).

# AGREEMENT

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Federal Agency:** | |  | **Federal Aviation Administration:** | |
| By: |  |  | By: |  |
| Title: |  |  | Title: |  |
| Date: |  |  | Date: |  |