

**THE NATIONAL ACADEMIES
NATIONAL ACADEMY OF SCIENCES**

CONTRACT NO.

CONTRACTOR NAME: Legal name of STATE AGENCY per Reqs & Certs

ADDRESS: Mailing address

PRINCIPAL INVESTIGATOR: Technical contact for the contractor
PHONE NUMBER:

AUTHORIZED NEGOTIATOR: Business official for the contractor including title
PHONE NUMBER:

CONTRACT TYPE: Fixed-Price **TOTAL CONTRACT AMOUNT: \$**

PROJECT-ACTIVITY:

EFFECTIVE DATE:

EXPIRATION DATE:

NAS PROJECT DIRECTOR: RSO Name (202) 334-xxxx

NAS CONTRACT ADMINISTRATOR: Name (202) 334-xxxx

TITLE OF THE WORK

This contract is entered into by and between the National Academy of Sciences, which includes the National Academy of Engineering, the Institute of Medicine, and the National Research Council, and its directors, trustees, officers, agents, and employees (NAS) and COMPLETE LEGAL NAME OF CONTRACTOR (Contractor).

This contract is issued under Prime Agreement No. xxxxx, entered into by and between the NAS and the Sponsor. General Flow-Down Provisions, including applicable Fixed Price FAR Clauses, are included as Section II. The Academy's Statement on General and Sexual Harassment is included as Attachment D.

**THE NATIONAL ACADEMIES
NATIONAL ACADEMY OF SCIENCES**

CONTRACT NO.

**THE NATIONAL ACADEMIES
NATIONAL ACADEMY OF SCIENCES**

CONTRACT NO. _____

TABLE OF CONTENTS

SECTION I:	SCHEDULE	<u>PAGE</u>
Article I:	Statement of Work	3
Article II:	Period of Performance/ Extensions	3
Article III:	Deliverables and Payments	3
Article IV:	Termination	3-4
Article V:	Technical Direction	4-5
Article VI:	Data Rights and Publication	5
Article VII:	Contractor Liability	5-6
Article VIII:	Insurance	6
Article IX:	Subcontracting and Assignments	6-7
Article X:	Records and Audit Requirements	6
Article XI:	Disputes	6
Article XII:	Jurisdiction	7
Article XIII:	Entire Agreement	7

ATTACHMENT A: STATEMENT OF WORK AND SCHEDULE OF DELIVERABLES AND PAYMENTS

ATTACHMENT B: BILLING INSTRUCTIONS AND SAMPLE INVOICE VOUCHERS

ATTACHMENT C: STATEMENT ON GENERAL AND SEXUAL HARASSMENT

SECTION II: CONTRACT CLAUSES – FIXED PRICE

ORDER OF PRECEDENCE:

The rights and obligations of the parties to this contract shall be subject to and governed by this contract, which consists of a cover page, this page, the Schedule and signature page, and the applicable Contract Clauses. Should there be any inconsistency between the Schedule and the Contract Clauses and any specifications or other provisions which are made part of this contract by reference or otherwise, the Schedule and Contract Clauses shall control. Should there be any inconsistency between the Schedule and the Contract Clauses, the Schedule shall control. All applicable clauses under this award shall be supported by the Contractor's certified Representations and Certifications.

**THE NATIONAL ACADEMIES
NATIONAL ACADEMY OF SCIENCES**

CONTRACT NO.

ARTICLE I - STATEMENT OF WORK

The Contractor will furnish all necessary materials, facilities, equipment, qualified personnel, and deliverables to perform the services described in the attached Statement of Work and Schedule of Delivery and Payments (Attachment A). The Contractor may modify the plan and procedures for the purpose of more effective execution of the work hereunder, provided such modified plans and procedures are consistent with the objectives set forth above, and provided such modifications have the advance approval in writing of the NAS Program Officer. The Contractor's performance is under the technical direction of the individual identified as the NAS Program Officer on the cover page of this contract.

ARTICLE II - PERIOD OF PERFORMANCE/CONTRACT EXTENSIONS

The period of performance for this contract is detailed on the cover page. All requests to extend the period of performance of this contract must be submitted in writing to the NAS Contract Administrator no less than 30 days prior to the expiration date of the contract. Any work performed beyond the expiration date of the contract without authorization from the NAS Office of Contracts and Grants will be at the Contractor's own risk. Extensions to the period of performance will be accomplished by modification to the contract.

ARTICLE III – DELIVERABLES/PAYMENTS

Upon satisfactory performance of the services under this contract, NAS will pay Contractor the firm fixed price detailed on the cover page for completion of all activities described in the Statement of Work (Attachment A). Payment will be made within thirty (30) days of receipt and acceptance by NAS of invoice(s) for services rendered. Additional Billing Instructions and a Sample Invoice Voucher are included as Attachment B. If applicable, the Contractor will be paid in accordance with a Payment Schedule which will appear as Attachment C to this contract.

ARTICLE IV – TERMINATION

- A. **For Cause:** This contract may be terminated for cause at any time, in whole or in part, by NAS upon written notice to Contractor whenever it is determined that Contractor has failed to comply with the terms and conditions of the contract.
- B. **For Convenience:** This contract may be terminated for convenience by written notice, in whole or in part, by either party, provided such party provides thirty (30) days written notice to the other party. If this contract is terminated, the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated, will be provided in the notice.
- C. **Termination Procedures:** Upon receipt of, and in accordance with, a termination notice as specified in either paragraph above, Contractor will take immediate action to stop work and minimize all expenditures and obligations financed by this contract. Contractor will also cancel unliquidated obligations whenever possible. The NAS agrees to reimburse Contractor for work completed and authorized work in progress on behalf of NAS.

ARTICLE V - TECHNICAL DIRECTION

The Contractor agrees to obtain the written approval of the Project Director prior to the assignment of the Principal Investigator's responsibilities to another individual with the Contractor.

- A. Performance of the work under this contract is subject to the technical direction of the NAS Project Director designated to maintain scientific or technical liaison with the Contractor. The term "Technical Direction" includes:
 - 1. Directions to the Contractor which redirect the contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to

**THE NATIONAL ACADEMIES
NATIONAL ACADEMY OF SCIENCES**

CONTRACT NO.

accomplish the contractual statement of work.

2. Provision of information to the Contractor which assists in the interpretation of specifications or technical portions of the work description.
 3. Review and, where required by the contract, approval of technical information to be delivered by the Contractor to NAS under this contract.
- B. Technical direction must be within the general scope of work stated in this contract. The Project Director does not have the authority to and may not issue any technical direction which (1) constitutes an assignment of additional work outside the general scope of this contract; (2) constitutes a change as defined in the clause of the contract Clauses titled "Changes"; (3) in any manner causes an increase or decrease in the total cost of the time required for performance; or (4) changes any of the expressed terms, conditions, or specifications of the contract.
- C. All technical directions will be issued in writing by the Project Director, or shall be confirmed by the Project Director in writing, as promptly as practicable.
- D. The Contractor will proceed promptly with the performance of technical directions duly issued by the Project Director in the manner prescribed by this Article and within the Project Director's authority under the provision of this Article.
- E. If, in the opinion of the Contractor, any instruction or direction issued by the Project Director is within one of the above categories as defined in paragraph B above, the Contractor shall not proceed but shall instead notify the NAS Contract Administrator in writing within five (5) working days after receipt of any such instruction or direction. Upon receiving such notification from the Contractor, and after consultation with the Project Director, the NAS Contract Administrator shall either issue an appropriate contract modification or advise the Contractor in writing that, in the opinion of the Project Director, the technical direction is within the scope of this Article and does not constitute a change under the "Changes" clause. The Contractor shall thereupon proceed immediately with the direction given. A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto shall be subject to the "Disputes" article of this contract.

ARTICLE VI - DATA RIGHTS AND PUBLICATION

- A. **Definition:** The term "Data" as used herein includes all data, written materials, photographs, drawings, computer software, programs, databases and other information created or generated under this contract regardless of the media on which said data or information may be recorded, and whether delivered under this contract or not. The term does not include financial records, accounting records, or other information incidental to contract administration.
- B. **Data and Copyright Ownership:** All Data delivered to NAS and the copyrights therein, will be owned by the NAS.
- C. **Publication by Contractor:** Contractor may publish, disseminate, or otherwise utilize Data in accordance with the following conditions:
1. Data contained in interim or final reports that have been accepted by NAS may be published, disseminated, or otherwise utilized by Contractor under a nonexclusive, irrevocable, royalty-free license, provided that the Contractor; (i) first provides written notification of the intended publication, dissemination, or use to NAS; (ii) NAS expressly authorizes such publication, dissemination, or use in writing; (iii) credit is given to the individuals and

**THE NATIONAL ACADEMIES
NATIONAL ACADEMY OF SCIENCES**

CONTRACT NO.

organization who conducted and sponsored the Data.

2. Contractor is not required to obtain authorization from NAS when Contractor uses Data for internal purposes of the Contractor or to further academic research or studies, provided such Data is not marketed or sold by Contractor or any officer, employee, or agent of Contractor.
- D. Retention of Data: All Data and other information or data collected or used by Contractor during contract performance will be retained by Contractor during the term of this contract and for two years thereafter. The Contractor will deliver such Data or other information to NAS upon written request, and NAS may, to the extent permitted by law, duplicate, use and disclose such Data or other information in any manner and for any purpose whatsoever, or may authorize others to do so.
- F. Third Party Rights: Contractor will not, without the prior written approval of NAS, incorporate in any Data delivered under this contract, any data not produced in the performance of this contract, which contains the copyright notice of 17 U.S.C. 401 or 402, unless Contractor identifies such data to the NAS acquires an appropriate license on behalf of NAS.

The obligations under this clause survive the termination, expiration, or completion of performance under this contract.

ARTICLE VII – CONTRACTOR LIABILITY

To the fullest extent permitted by law, Contractor will indemnify and hold harmless the NAS from any and all claims, damages, lawsuits, attorney’s fees, court costs, defense costs or any other costs arising out of the negligence, breach of this contract, or wrongful acts on the part of Contractor.

The term “wrongful act” as used herein includes any tortuous act or omission, willful misconduct, failure to comply with Federal or state governmental requirements, copyright or patent infringement, libel, slander, or other defamatory or disparaging statement in any written deliverable required under this contract, or any false or negligent or wrongful acts or omission made by the Contractor in its proposal to NAS.

Both parties agree to give prompt notice to each other upon learning of the assertion of any claim, or the commencement of any action or legal proceeding, in respect of which a claim may be sought. Both parties further agree to cooperate in the defense of any claim, action, or legal proceeding arising out of or resulting from Contractor’s performance of the work required under this contract, but each party will control its own defense.

To the extent Contractor is a state government entity subject to state law restrictions on the ability to indemnify and hold harmless third parties, the obligation to indemnify and hold harmless the NAS will apply to the fullest extent permitted by State law. Contractor represents and warrants that no part of any research product or material delivered by Contractor to NAS (“Work Product”) shall include anything obscene, libelous, defamatory, or disparaging in nature; that neither the Work Product nor title to the Work Product will infringe upon the copyright, patent, property right, or other right; and that all statements in the Contractor’s proposal to NAS and in the Work Product are true to the Contractor’s actual knowledge and belief, based upon reasonable research for accuracy.

The obligations of this clause to indemnify and hold harmless NAS shall not extend to claims, damages, losses, liabilities, costs, and expenses to the extent they arise out of the negligent or wrongful acts or omissions of NAS.

The obligations under this clause survive the termination, expiration, or completion of performance under this contract.

ARTICLE VIII – INSURANCE

Contract No. _____
Fixed Price

**THE NATIONAL ACADEMIES
NATIONAL ACADEMY OF SCIENCES**

CONTRACT NO.

- A. **Insurance:** The Contractor will maintain adequate insurance during the performance of this contract. Contractor will, as a state agency, and with the prior approval of NAS, satisfy the requirements of this clause by submitting proof that Contractor is a self-insurer under the applicable self-insurance laws of its State, with statutory limits of liability as prescribed by state regulations, including workmen's compensation insurance requirements. Such proof must be submitted to NAS in sufficient time to permit completion of the review prior to any work beginning under the contract. Contractor is required to keep the self-insurance program in effect for the entire period of performance of this contract.
- B. **Limits of Liability:** It is expressly understood that insurance protection required by this clause in no way limits the Contractor's obligations under the clause, "Contractor Liability," nor will it be construed to relieve Contractor of liability in excess of insurance policy coverage.
- C. **Waiver:** Contractor waives all rights of recovery against the NAS for any claims, damages, costs or expenses covered by any insurance policies carried by the Contractor and for any damage or loss of use of personal property owned or leased by the Contractor.

ARTICLE IX- SUBCONTRACTING AND ASSIGNMENTS

No portion of this contract will be subcontracted, assigned, or otherwise disposed of except with the written consent of the NAS Contract Administrator. The Contractor will forward for prior approval the proposed subcontract, which will include the terms and conditions, scope of work, and budget with supporting documentation.

In the event the Contractor subcontracts or assigns any or all of the performance of this contract, the Contractor remains contractually responsible for the complete and full performance of all the work, duties, covenants, and obligations of the Contractor under this contract. The Contractor will enter into no subcontract or assignment which is inconsistent with its obligations under this contract. NAS's consent to any subcontract or assignment will not be deemed a waiver of its rights under this contract, nor shall it create any privity of contract between NAS and any lower-tier subcontractor or assignee.

ARTICLE X - RECORDS AND AUDIT REQUIREMENTS

The Contractor will retain all financial records and other pertinent evidence pertaining to costs incurred and reimbursed hereunder for a period of three years after final payment under this award. The Contractor agrees to give NAS, the Comptroller General of the United States, or any of their authorized representatives, access to these records and any other pertinent books, documents, papers or other records, in order to conduct audits, examinations or produce excerpts and transcripts. Contract closeout does not alter these requirements.

Institutions of higher education and other non-profit recipients and subrecipients are required to meet the audit requirements of OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." Contractor will provide NAS with copies of A-133 audit report within thirty (30) days of receipt by Contractor. Should the audit report document findings of non-compliance with federal laws and regulations, Contractor will provide NAS with copies of management's responses to the findings, as well as details on corrective action taken.

ARTICLE XI - DISPUTES

Both parties agree to enter into negotiation to resolve any dispute. Both parties agree to negotiate in good faith to reach a mutually agreeable settlement within a reasonable amount of time. If negotiations are not successful, NAS and the Contractor agree to submit the dispute to a competent, mutually agreed court of jurisdiction for resolution.

ARTICLE XII – JURISDICTION

This contract is to be construed, interpreted and enforced in accordance with the laws of the District of Columbia.

Contract No. _____
Fixed Price

**THE NATIONAL ACADEMIES
NATIONAL ACADEMY OF SCIENCES**

CONTRACT NO.

ARTICLE XIII – ENTIRE AGREEMENT

This document, including the listed Attachments and the Contractor’s Representations and Certifications, constitutes the entire contract between the parties and no representation or promise not specifically set forth herein will be binding on the parties prior to its effective date. No modification or change to this contract will be effective unless set forth in writing and executed by both parties.

ACCEPTED FOR:

NAME OF STATE AGENCY

**THE NATIONAL ACADEMIES
NATIONAL ACADEMY OF SCIENCES**

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____