

3

****(USE BELOW IN ALL SOLICITATIONS AND CONTRACTS.)****

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

4

****(USE BELOW IN ALL SOLICITATIONS AND CONTRACTS.)****

ADDITIONAL INSTRUCTIONS FOR COMPLETING THIS ITEM:

- Add a one to three sentence description of work.

ARTICLE B.1. BRIEF DESCRIPTION OF SUPPLIES OR SERVICES

5

****(USE BELOW FOR A FULLY FUNDED COST-REIMBURSEMENT CONTRACT WITH NO FEE.)****

ARTICLE B.2. ESTIMATED COST

The estimated cost of this contract is \$ _____ .

6

****(USE BELOW FOR A FULLY FUNDED CPFF-LEVEL OF EFFORT CONTRACT.)****

ARTICLE B.2. ESTIMATED COST AND FIXED FEE

- The estimated cost of this contract is \$ _____ .
- The fixed fee for this contract is \$ _____. The fee shall be paid in direct ratio to the level of effort expended; that is, the percent of fee paid shall be equal to the percent of total effort expended. Payment shall be subject to the withholding provisions of the clauses ALLOWABLE COST AND PAYMENT and FIXED FEE referenced in the General Clause Listing in Part II, ARTICLE I.1. of this contract.
- The total estimated amount of the contract, represented by the sum of the estimated cost plus the fixed fee, is \$ _____ .

7

****(USE BELOW FOR A FULLY FUNDED CPFF-COMPLETION CONTRACT WHEN PAYMENT OF FEE WILL BE BASED ON PERCENTAGE OF COMPLETION OR WORK.)****

ARTICLE B.2. ESTIMATED COST AND FIXED FEE

- The estimated cost of this contract is \$ _____ .

- b. The fixed fee for this contract is \$ _____. The fixed fee shall be paid in installments based on the percentage of completion of work, as determined by the Contracting Officer, and subject to the withholding provisions of the clauses ALLOWABLE COST AND PAYMENT and FIXED FEE referenced in the General Clause Listing in Part II, ARTICLE I.1. of this contract.
- c. The total estimated amount of the contract, represented by the sum of the estimated cost plus the fixed fee, is \$ _____.

8

****(USE BELOW FOR A FULLY FUNDED CPFF-COMPLETION CONTRACT WHEN THE PAYMENT OF FEE IS TIED TO TIME.)****

ARTICLE B.2. ESTIMATED COST AND FIXED FEE

- a. The estimated cost of this contract is \$ _____.
- b. The fixed fee for this contract is \$ _____. The fixed fee shall be subject to the withholding provisions of the clauses ALLOWABLE COST AND PAYMENT and FIXED FEE referenced in the General Clause Listing in Part II, ARTICLE I.1. of this contract.
- c. The total estimated amount of the contract, represented by the sum of the estimated cost plus the fixed fee, is \$ _____.

9

****(USE BELOW FOR A COST SHARING CONTRACT.)****

ARTICLE B.3. ESTIMATED COST - COST SHARING

This is a cost-sharing contract. The total estimated cost of performing the work under this contract is \$ _____. For further provisions regarding the specific cost-sharing arrangement, see the ADVANCE UNDERSTANDINGS Article in SECTION B of the Contract.

10

****(USE BELOW FOR A COST-REIMBURSEMENT OPTION CONTRACT.)****

ADDITIONAL INSTRUCTIONS TO COMPLETE THIS ARTICLE:

- **Subparagraph b:**
 - Eliminate Fee Language When Appropriate.
 - Select the sentence appropriate for the type of contract within the brackets below. Make sure to delete the sentence that does not apply.

ARTICLE B.4. ESTIMATED COST - OPTION

- a. The estimated cost of the Base Period of this contract is \$ _____.
- b. The fixed fee for the Base Period of this contract is \$ _____. [**For completion contracts:** The fixed fee shall be paid in installments based on the percentage of

completion of work, as determined by the Contracting Officer./ **For level of effort contracts:** The fixed fee shall be paid in direct ratio to the level of effort expended; that is, the percent of fee paid shall be equal to the percent of total effort expended.] Payment shall be subject to the withholding provisions of the clauses ALLOWABLE COST AND PAYMENT and FIXED FEE referenced in the General Clause Listing in Part II, ARTICLE I.1. of this contract.

- c. The total estimated amount of the contract, represented by the sum of the estimated cost plus the fixed fee for the Base Period is \$ _____ .
- d. If the Government exercises its option pursuant to the OPTION PROVISION Article in SECTION H of this contract, the Government's total estimated contract amount represented by the sum of the estimated cost plus the fixed fee will be increased as follows:

	Estimated Cost (\$)	Fixed Fee (\$)	Estimated Cost Plus Fixed Fee (\$)
Base Period			
Option Period(s):			
Total [Base Period and Option(s)]			

11

****(USE BELOW FOR A COST-REIMBURSEMENT PERFORMANCE BASED AWARD TERM CONTRACT.)****

ADDITIONAL INSTRUCTIONS TO COMPLETE THIS ARTICLE:

1. Eliminate Fee Language When Appropriate.
2. **Subparagraph b** : Select the sentence appropriate for the type of contract within the brackets below. Make sure to delete the sentence that does not apply.

ARTICLE B.5. ESTIMATED COST - AWARD TERM

- a. The estimated cost of the Base Period of this contract is \$ _____ .
- b. The fixed fee for the Base Period of this contract is \$ _____ . [**For completion contracts** : The fixed fee shall be paid in installments based on the percentage of completion of work, as determined by the Contracting Officer./ **For level of effort contracts** : The fixed fee shall be paid in direct ratio to the level of effort expended; that is, the percent of fee paid shall be equal to the percent of total effort expended.] Payment shall be subject to the withholding provisions of the clauses ALLOWABLE COST AND PAYMENT and FIXED FEE referenced in the General Clause Listing in Part II, ARTICLE I.1. of this contract.
- c. The total estimated amount of the contract, represented by the sum of the estimated cost plus the fixed fee for the Base Period is \$ _____ .

- d. If the Award Term(s) is/are earned pursuant to the AWARD TERM QUALITY ASSURANCE SURVEILLANCE PLAN (QASP) Article in SECTION H of this contract, the Government's total estimated contract amount represented by the sum of the estimated cost plus the fixed fee will be increased as follows:

	Estimated Cost (\$)	Fixed Fee (\$)	Estimated Cost Plus Fixed Fee (\$)
Base Period			
Award Term(s):			
Total [Base Period and Award Term(s)]			

12

****(USE BELOW FOR A COST-REIMBURSEMENT PERFORMANCE BASED ACQUISITION (PBA) WHERE THE INCENTIVE IS TIED TO FEE.)****

ADDITIONAL INFORMATION ABOUT THIS ITEM:

1. An obligation of funds for award-fee shall not be made until the actual award-fee amount is determined and the contractor is notified. An award-fee is a bona fide need of the same year and appropriation that financed the related effort for which the award-fee was earned. Simplified, the same fiscal year appropriation used to fund the performance period evaluated must be used to pay the award-fee.

ADDITIONAL INSTRUCTIONS TO COMPLETE THIS ARTICLE:

1. **Subparagraph a.2.:** Select a subparagraph a.2.a., if appropriate, as follows:
 - If the total base fee is \$0, do not include any subparagraphs (a. or b.) under subparagraph a.2. [*Note: Providing a base fee is at the discretion of the Contracting Officer. See FAR 16.405-2 for additional information about CPAF contracts .*]
 - Use the first subparagraph a.2.a. when a base fee \$ amount is negotiated. Select the sentence appropriate for the type of contract within the brackets below. Make sure to delete the sentence that does not apply.
 - Use the second subparagraph a.2.b. for RFPs.
2. **Subparagraph b (Table):** Include all evaluation periods and associated available award fee for the life of the contract.
3. **Subparagraph c.:** The Total Estimated Cost of the contract should include Award Fee "EARNED," therefore, at the time of award, this amount will be estimated cost plus base fixed fee (if any) only. **This amount will need to be updated each time an award fee is earned to accurately reflect the total estimated cost of the contract .**

ARTICLE B.6. ESTIMATED COST PLUS AWARD FEE

a. Estimated Cost and Base Fixed Fee

1. The total estimated cost of this contract is \$ _____ .
2. The total base fixed fee is \$ _____ .
 - a. The base fixed fee shall be paid in [**For completion contracts** : installments based on the percentage of completion of work, as determined by the Contracting Officer/ **For level of effort contracts** : direct relation to the level of effort expended; that is, the percent of base fixed fee paid shall be equal to the percent of total effort expended.]
-OR-
 - b. The fee payment schedule will be determined during negotiations.
 - c. Payment shall be subject to the withholding provision of the clauses ALLOWABLE COST AND PAYMENT and FIXED FEE referenced in the General Clause Listing in Part II, ARTICLE I.1. of this contract.

b. Award Fee Consideration

Based on the evaluation/determination described in subparagraph d. below, an award fee may be earned by the Contractor at regular intervals as defined in the paragraphs herein. The total potential award fee available is \$ _____ and the evaluation periods shall be as follows:

Evaluation Period(s):	Available Award Fee:

c. Total Estimated Contract Amount

The total estimated amount of the contract, represented by the sum of the estimated cost plus base fixed fee (if any), plus earned award fee is \$ _____ .

d. Methodology for Award Fee Evaluation/Determination

1. The Contractor's performance hereunder will be observed and evaluated continuously by the Government. At the end of each evaluation period, the Contracting Officer will review performance based on the standards and criteria established in the Quality Assurance Surveillance Plan, dated _____ , listed in SECTION J - LIST OF ATTACHMENTS, attached hereto and made a part of this contract.
2. The findings of the evaluation will determine the amount of the available award fee (specified in subparagraph b. above) earned by the Contractor for the identified evaluation period. In no event, however, will any unearned award fee become available in subsequent evaluation periods.

3. The Contracting Officer will notify the Contractor, in writing, of the available award fee actually earned for a given evaluation period. Upon receipt of this notification, the Contractor shall submit a public voucher for payment of the total award fee earned.
4. The evaluation/determination of award fee shall be binding on both parties and not subject to the Disputes clause included in Section I of the contract.

13

****(USE BELOW IN COST-REIMBURSEMENT PERFORMANCE BASED ACQUISITION (PBA) WITH OPTIONS, WHERE THE INCENTIVE IS TIED TO FEE.)****

ADDITIONAL INFORMATION ABOUT THIS ITEM:

1. An obligation of funds for award-fee shall not be made until the actual award-fee amount is determined and the contractor is notified. An award-fee is a bona fide need of the same year and appropriation that financed the related effort for which the award-fee was earned. Simplified, the same fiscal year appropriation used to fund the performance period evaluated must be used to pay the award-fee.

ADDITIONAL INSTRUCTIONS TO COMPLETE THIS ARTICLE:

1. **Subparagraph a.3.:** Select a subparagraph a.3.a., if appropriate, as follows:
 - If the total base fee is \$0, do not include any subparagraphs (a. or b.) under subparagraph a.3. [*Note: Providing a base fee is at the discretion of the Contracting Officer. See FAR 16.405-2 for additional information about CPAF contracts .*]
 - Use first subparagraph a.3.a. when a base fee \$ amount is negotiated. Select the sentence appropriate for the type of contract within the brackets below. Make sure to delete the sentence that does not apply. Complete the information for all Option Periods.
 - Use the second subparagraph a.3.b. for RFPs.
2. **Subparagraph b.1 (CONTRACTS ONLY):** List all evaluation periods separately with applicable Award Fee Amounts for the Base Period Only.
3. **Subparagraph b.2 (CONTRACTS ONLY):** List all options and indicate the evaluation periods and associated available award fee for each option.
4. **Subparagraph c.:** The Total Estimated Cost of the contract should include Award Fee "EARNED," therefore, at the time of award, this amount will be estimated cost plus base fixed fee (if any) only. **This amount will need to be updated each time an award fee is earned to accurately reflect the total estimated cost of the contract .**

ARTICLE B.7. ESTIMATED COST PLUS AWARD FEE

a. Estimated Cost and Base Fixed Fee

1. The total estimated cost of the Base Period of this contract is \$ _____ .

2. If the Government exercises its option pursuant to the OPTION PROVISION Article in SECTION H of this contract, the estimated cost shall be increased as follows:

	Estimated Cost (\$)
Base Period:	
Option Period(s):	
Total [Base Period and Option(s)]	

3. The total base fixed fee for the Base Period of the contract is \$ _____.
a. The base fixed fee shall be paid in [**For completion contracts:** installments based on the percentage of completion of work, as determined by the Contracting Office/ **For level of effort contracts:** direct relation to the level of effort expended; that is, the percent of base fixed fee paid shall be equal to the percent of total effort expended.]

If the Government exercises its option pursuant to the OPTION PROVISION Article in SECTION H of this contract, the base fixed fee shall be increased as follows:

	Base Fixed Fee (\$)
Base Period:	
Option Period(s):	
Total [Base Period and Option(s)]	

-OR-

- b. The fee payment schedule will be determined during negotiations.
c. Payment shall be subject to the withholding provision of the clauses ALLOWABLE COST AND PAYMENT and FIXED FEE referenced in the General Clause Listing in Part II, ARTICLE I.1. of this contract.
- b. Award Fee Consideration
1. Based on the evaluation/determination described in subparagraph d. below, an award fee may be earned by the Contractor at regular intervals as defined in the paragraphs herein. The total potential award fee available is \$ _____ and the evaluation periods shall be as follows:

Base Period Evaluation Period(s):	Available Award Fee

Base Period Evaluation Period(s):	Available Award Fee

2. If the Government exercises its option pursuant to the OPTION PROVISION Article in SECTION H of this contract, the total potential award fee available for the option years/periods and the evaluation periods shall be as follows:

OPTION(s) Period(s)	Evaluation Period(s) by Option	Available Award Fee

c. Total Estimated Contract Amount

1. The total estimated amount of the contract, represented by the sum of the estimated cost plus the base fixed fee (if any), plus the earned award fee is \$ ____.
2. If the Government exercises its option pursuant to the OPTION PROVISION Article in SECTION H of this contract, the Government's total estimated contract amount, represented by the sum of the estimated cost plus base fixed-fee (if any) plus the earned award fee and the period of performance will be increased as follows:

	Estimated Cost (\$)	Base Fixed Fee (\$)	Earned Award Fee (\$)	Total Estimated Contract Amount (\$)
Base Period:				
Option Period(s):				
Total [Base Period and Option(s)]				

d. Methodology for Award Fee Evaluation/Determination

1. The Contractor's performance hereunder will be observed and evaluated continuously by the Government. At the end of each evaluation period, the Contracting Officer will review performance based on the standards and criteria established in the Quality Assurance Surveillance Plan, dated _____, listed in SECTION J - LIST OF ATTACHMENTS, attached hereto and made a part of this contract.
2. The findings of the evaluation will determine the amount of the available award fee (specified in subparagraph b. above) earned by the Contractor for the

identified evaluation period. In no event, however, will any unearned award fee become available in subsequent evaluation periods.

3. The Contracting Officer will notify the Contractor, in writing, of the available award fee actually earned for a given evaluation period. Upon receipt of this notification, the Contractor shall submit a public voucher for payment of the total award fee earned.
4. The evaluation/determination of award fee shall be binding on both parties and not subject to the Disputes clause included in Section I of the contract.

14

****(USE BELOW FOR A COST-REIMBURSEMENT CONTRACT FOR SEVERABLE SERVICES USING INCREMENTAL FUNDING. See HHSAR Part 332 - Contract Funding for additional information on using incremental funding.)****

ADDITIONAL INSTRUCTIONS TO COMPLETE THIS ITEM:

1. **Subparagraph a:** Insert the full amount of the contract.
2. **Subparagraph b:**
 - **For Solicitations :** Leave this subparagraph as is.
 - **For Contracts :**
 - i. Remove the asterisk in the first sentence.
 - ii. Complete the Table based on negotiations.
 - iii. Remove the sentence under the Table.
3. **Subparagraph c :** Insert the amount funded to date.

ARTICLE B.8. ESTIMATED COST - INCREMENTALLY FUNDED CONTRACT

- a. The total estimated cost to the Government for full performance of this contract, including all allowable direct and indirect costs, is \$ _____ .
- b. The following represents the schedule* by which the Government expects to allot funds to this contract:

CLIN, Task, Number, or Description	Start Date of Period or Increment of Performance	End Date of Period or Increment of Performance	Estimated Cost (\$)	Fee (\$) (as appropriate)	Estimated Cost Plus Fee (\$) (as appropriate)
			[Total]	[Total]	[Total]

*To be inserted after negotiation

- c. Total funds currently obligated and available for payment under this contract are \$ _____.
- d. The Contracting Officer may issue unilateral modifications to obligate additional funds to the contract and make related changes to paragraphs b. and/or c., above.
- e. Until this contract is fully funded, the requirements of the clause at FAR 52.232-22, Limitation of Funds, shall govern. Once the contract is fully funded, the requirements of the clause at FAR 52.232-20, Limitation of Cost, shall govern.

15

****(USE BELOW FOR A CPFF CONTRACT FOR SEVERABLE SERVICES USING INCREMENTAL FUNDING.)****

ADDITIONAL INSTRUCTIONS TO COMPLETE THIS ITEM:

1. **Second paragraph:** consists of information in a Drop down box. Choose the applicable sentence as follows:
 - **For Level of Effort contracts:** Choose the first selection which states that fee will be paid in proportion to level of effort expended.
 - **For Completion contracts:** Choose the second selection which states that fee will be paid based on the percentage of work completed.
 - **For Completion contracts where fee is tied to time:** Use default selection, which is blank.

Note: Because some of the choices are lengthy, you will have to scroll over to the right to locate the drop down icon to select the text.

- f. Payment of fee shall be subject to the withholding provisions of the clauses ALLOWABLE COST AND PAYMENT and FIXED FEE referenced in the General Clause Listing in Part II, ARTICLE I.1. of this contract.

[/The fee shall be paid in direct ratio to the level of effort expended; that is, the percent of fee paid shall be equal to the percent of total effort expended./The fixed fee shall be paid in installments based on the percentage of completion of work, as determined by the Contracting Officer.]

16

****(USE BELOW FOR AN INCREMENTALLY FUNDED, COST-PLUS-FIXED-FEE, MULTI-YEAR CONTRACT (FAR 17.1).)****

ADDITIONAL INSTRUCTIONS TO COMPLETE THIS ARTICLE:

1. **Subparagraph a:** Insert periods of performance and amounts in the table.
2. **Subparagraph b:** Select the sentence within the brackets that is appropriate for the contract type. Delete the sentence that does not apply.

Note: *Contract funding shall not be less than the full amount of the first program year in accordance with 17.106-1(g).*

ARTICLE B.9. COST-PLUS-FIXED-FEE - MULTI-YEAR CONTRACT

- a. This contract is awarded in accordance with Federal Acquisition Regulation (FAR) Subpart 17.1, Multi-year Contracting. Funding will be provided incrementally to cover the following periods of performance:

Cost reimbursement multi-year table

Program Year	Estimated Cost (\$)	Fixed Fee (\$)	Estimated Cost Plus Fixed Fee (\$)
Year 1 <i>[Insert Dates]</i>			
Year 2 <i>[Insert Dates]</i>			
Year 3 <i>[Insert Dates]</i>			
Year 4 <i>[Insert Dates]</i>			
Year 5 <i>[Insert Dates]</i>			
Total			

- b. [**For completion contracts:** The fixed fee shall be paid in installments based on the percentage of completion of work, as determined by the Contracting Officer. - **or - For level-of-effort contracts:** The fixed fee shall be paid in direct ratio to the level of effort expended; that is, the percent of fee paid shall be equal to the percent of total effort expended.] Payment of fixed fee shall be subject to the clauses entitled ALLOWABLE COST AND PAYMENT and FIXED FEE referenced in the General Clause Listing in Part II, ARTICLE I.1. of this contract.
- c. Total funds currently obligated under this contract are \$ _____; of which \$ _____ represents the estimated cost; \$ _____ represents the fixed fee; and \$ _____ represents the cancellation ceiling. For further provisions on funding, see the LIMITATION OF FUNDS clause referenced in Part II, ARTICLE I.2. Authorized Substitutions of Clauses. The Limitation of Funds clause does not apply to the cancellation ceiling.
- d. It is estimated that the amount currently obligated will cover performance of the contract through _____.
- e. The Contracting Officer may obligate additional funds to the contract without the concurrence of the Contractor.

17

****(USE BELOW FOR A FULLY FUNDED, COST-PLUS-FIXED-FEE, MULTI-YEAR CONTRACT (FAR 17.1).)****

ADDITIONAL INSTRUCTIONS TO COMPLETE THIS ARTICLE:

- **Subparagraph b:** Select the sentence within the brackets that is appropriate for the contract type. Delete the sentence that does not apply.

ARTICLE B.9. COST-PLUS-FIXED-FEE - MULTI-YEAR CONTRACT

- a. This contract is awarded in accordance with Federal Acquisition Regulation (FAR) Subpart 17.1, Multi-year Contracting.
- b. the estimated cost of this contract is \$ _____, and the fixed fee is \$ _____. The total estimated amount of this contract, represented by the sum of the estimated cost plus fixed fee, is \$ _____.
- c. [**For completion contracts:** The fixed fee shall be paid in installments based on the percentage of completion of work, as determined by the Contracting Officer. - **or - For level-of-effort contracts:** The fixed fee shall be paid in direct ratio to the level of effort expended; that is, the percent of fee paid shall be equal to the percent of total effort expended.] Payment of fixed fee shall be subject to the clauses entitled ALLOWABLE COST AND PAYMENT and FIXED FEE referenced in the General Clause Listing in Part II, ARTICLE I.1. of this contract.
- d. For further provisions on funding, see the LIMITATION OF COST clause referenced in Part II, ARTICLE I.2. Authorized Substitutions of Clauses.

18

****(USE BELOW FOR AN INCREMENTALLY FUNDED, COST-REIMBURSEMENT (NO FEE), MULTI-YEAR CONTRACT (FAR 17.1).)****

ADDITIONAL INSTRUCTIONS TO COMPLETE THIS ARTICLE:

- **Subparagraph a:** Insert periods of performance and amounts in the table.

Note: *Contract funding shall not be less than the full amount of the first program year in accordance with 17.106-1(g).*

ARTICLE B.9. COST-REIMBURSEMENT - MULTI-YEAR CONTRACT

- a. This contract is awarded in accordance with Federal Acquisition Regulation (FAR) Subpart 17.1, Multi-year Contracting. Funding will be provided incrementally to cover the following periods of performance:

Program Year	Estimated Cost (\$)
Year 1 <i>[Insert Dates]</i>	
Year 2 <i>[Insert Dates]</i>	
Year 3 <i>[Insert Dates]</i>	
Year 4 <i>[Insert Dates]</i>	
Year 5 <i>[Insert Dates]</i>	
Total	

- b. Total funds obligated to this contract are \$ _____; of which \$ _____ represents the cancellation ceiling. For further provisions on funding, see the LIMITATION OF FUNDS

clause referenced in Part II, ARTICLE I.2. Authorized Substitutions of Clauses. The Limitation of Funds clause does not apply to the cancellation ceiling.

- c. It is estimated that the amount currently obligated will cover performance of the contract through _____.
- d. The Contracting Officer may allot additional funds to the contract without the concurrence of the Contractor.

19

****(USE BELOW FOR A FULLY FUNDED, COST-REIMBURSEMENT (NO FEE), MULTI-YEAR CONTRACT (FAR 17.1.)****

ARTICLE B.9. COST-REIMBURSEMENT - MULTI-YEAR CONTRACT

- a. This contract is awarded in accordance with Federal Acquisition Regulation (FAR) Subpart 17.1, Multi-year Contracting. The estimated cost of this contract is \$ _____.
- b. For further provisions on funding, see the LIMITATION OF COST clause referenced in Part II, ARTICLE I.2. Authorized Substitutions of Clauses.

20

****(USE BELOW IN ALL **INCREMENTALLY FUNDED**, MULTIYEAR CONTRACTS.)****

Do not use this Article in multi-year contracts that are fully funded at award. See note 3 below.

ADDITIONAL INSTRUCTIONS TO COMPLETE THIS ARTICLE:

Table:

- In the "Program Year" column, identify the applicable periods of performance.
- In the "Cancellation Date" column, identify the date by which the cancellation notification is to be given.
- In the "Cancellation Ceiling" column, identify the applicable dollar amount for which the contractor may be entitled if the contract is cancelled. Ceilings must exclude amounts for requirements included in prior program years. The Contracting Officer must reduce the cancellation ceiling for each program year in direct proportion to the remaining requirements subject to cancellation.

NOTES:

1. The full amount of the cancellation ceiling must be funded at award in accordance with 41 U.S.C. 254c.
2. Within the context of FAR Subpart 17.1, "program year" has the same meaning as "contract year."
3. The Government does not create a "cancellation liability" when a multi-year contract is fully funded at award. Therefore, the Article below should not be included in multi-year contracts that are fully funded at award. Cancellation of a fully funded multi-year contract is handled using termination for convenience procedures.

ARTICLE B.10. CANCELLATION CEILING

- a. Performance under this contract during the second and subsequent program years is contingent upon the appropriation of funds. All program years except the first are subject to cancellation. Cancellation shall occur by the dates specified below if the Contracting Officer-
1. notifies the Contractor that funds are not available for contract performance for any subsequent program year; or
 2. fails to notify the Contractor that funds are available for performance of the succeeding program year.
- b. The Government's liability for cancellation charges shall not exceed \$ _____. This amount will be reduced in accordance with FAR 17.106-1(c)(1) at the conclusion of each program year, as follows:

Program Year	Cancellation Date	Cancellation Ceiling
Year 1: [Insert Dates] *	N/A	N/A
Year 2: [Insert Dates] *	[Insert Date]	\$ [insert amount]
Year 3: [Insert Dates] *	[Insert Date]	\$ [insert amount]
Year 4: [Insert Dates] *	[Insert Date]	\$ [insert amount]
Year 5: [Insert Dates] *	[Insert Date]	\$ [insert amount]

21

****(USE BELOW FOR SINGLE AWARD INDEFINITE QUANTITY TYPE CONTRACTS FOR SUPPLIES OR SERVICES THAT HAVE BEEN IDENTIFIED AND PRICED AT THE TIME OF AWARD.)****

ADDITIONAL INSTRUCTIONS TO COMPLETE THIS ITEM:

1. **Subparagraph a:** Enter the minimum and maximum dollar amounts for the supplies and/or services to be purchased over the period of performance in the spaces provided.
2. **Subparagraph b:**
 - Select the correct term "costs" or "prices" from the drop-down box.
 - Enter the period of performance in the spaces provided.
3. **Subparagraph c:**
 - Select the appropriate type of order from the drop down box as follows: Delivery Order for Supplies; Task Order for services.
 - Select the correct term "unit price(s)" or "cost(s)" within the brackets, or modify to accurately reflect your situation. Delete the brackets and inapplicable information.
 - Enter the Schedule/Line Items and associated costs/prices. Modify the Table, as necessary, to accurately reflect the costs/prices for each item/line item.

Note: If the contract will have options, make sure to include the Article B, entitled "Option Prices" or "Estimated Cost - Option" as appropriate .

ARTICLE B.11. PRICES/COSTS

- a. This is an Indefinite Quantity contract as contemplated by FAR 16.504. The Contractor shall be reimbursed by the Government in an amount not less than a total of \$ _____ (minimum) nor more than a total of \$ _____ (maximum) for successful performance of this contract.
- b. The [costs/prices] set forth in this ARTICLE will cover the contract period _____ through _____ .
- c. The Government will issue [Task/Delivery] Orders based on the work described in SECTION C of this contract and the following schedule. Upon delivery and acceptance of the item(s) described in each Task Order, the Government shall pay to the Contractor the [unit price(s)/costs] set forth below:

SCHEDULE OF CHARGES FOR THE BASIC AWARD PERIOD

Description of Item	Unit	Price (or Cost)/Unit

22

****(USE BELOW FOR SINGLE AWARD INDEFINITE QUANTITY TYPE CONTRACTS FOR SUPPLIES OR SERVICES WHEN INDIVIDUALLY NEGOTIATED TASK ORDERS WILL BE ISSUED DURING THE PERIOD OF PERFORMANCE.)****

ADDITIONAL INSTRUCTIONS TO COMPLETE THIS ITEM:

- Subparagraph a:** Enter the minimum and maximum dollar amounts for the supplies and/or services to be purchased over the period of performance in the spaces provided.
- Subparagraph b:**
 - Select the correct term "costs" or "prices" from the drop-down box.
 - Enter the period of performance in the spaces provided.
- Subparagraph c:** Select the appropriate type of order from the drop down box as follows: Delivery Order for Supplies; Task Order for services.

Note: *If the contract will have options, make sure to include the Article B, entitled "Option Prices" or "Estimated Cost - Option" as appropriate .*

ARTICLE B.11. PRICES/COSTS

- a. This is an Indefinite Quantity contract as contemplated by FAR 16.504. The Contractor shall be reimbursed by the Government in an amount not less than a total of \$ _____ (minimum) nor more than a total of \$ _____ (maximum) for successful

performance of this contract.

- b. The [costs/prices] set forth in this ARTICLE will cover the contract period _____ through _____ .
- c. The Government will issue [Task/Delivery] Orders based on the work described in SECTION C of this contract.

25

****(USE BELOW FOR MULTIPLE AWARD INDEFINITE QUANTITY TYPE CONTRACTS FOR SUPPLIES OR SERVICES THAT HAVE BEEN IDENTIFIED AND PRICED AT THE TIME OF AWARD.)****

ADDITIONAL INSTRUCTIONS TO COMPLETE THIS ITEM:

1. **Subparagraph a:** Enter the minimum and maximum dollar amounts for the supplies and/or services to be purchased over the period of performance in the spaces provided.
2. **Subparagraph b:**
 - Select the correct term "costs" or "prices" from the drop-down box.
 - Enter the period of performance in the spaces provided.
3. **Subparagraph c:**
 - Select the appropriate type of order from the drop down box as follows: Delivery Order for Supplies; Task Order for services.
 - Select the correct term "unit price(s)" or "cost(s)" within the brackets, or modify to accurately reflect your situation. Delete the brackets and inapplicable information.
 - Enter the Schedule/Line Items and associated costs/prices. Modify the Table, as necessary, to accurately reflect the costs/prices for each item/line item.

Note: *If the contract will have options, make sure to include the Article B, entitled "Option Prices" or "Estimated Cost - Option" as appropriate .*

ARTICLE B.11. PRICES/COSTS

- a. This is a Multiple Award Indefinite Quantity contract as contemplated by FAR 16.504. The Contractor shall be reimbursed by the Government in an amount not less than a total of \$ _____ (minimum) nor more than a total of \$ _____ (maximum) for successful performance of this contract.
- b. The [costs/prices] set forth in this ARTICLE will cover the contract period _____ through _____ .
- c. The Government will compete and award [Task/Delivery] Orders based on the work described in SECTION C of this contract and the following schedule. Upon delivery and

acceptance of the item(s) described in each Task Order, the Government shall pay to the Contractor the [unit price(s)/costs] set forth below:

SCHEDULE OF CHARGES FOR THE BASIC AWARD PERIOD

Description of Item	Unit(s)	Price/Unit

- d. Ordering procedures are described in The METHOD OF ORDERING Article in SECTION G of this contract.

24

****(USE BELOW FOR MULTIPLE AWARD INDEFINITE QUANTITY TYPE CONTRACTS FOR SUPPLIES OR SERVICES WHEN INDIVIDUALLY NEGOTIATED TASK ORDERS WILL BE ISSUED DURING THE PERIOD OF PERFORMANCE.)****

ADDITIONAL INSTRUCTIONS TO COMPLETE THIS ITEM:

1. **Subparagraph a:** Enter the minimum and maximum dollar amounts for the supplies and/or services to be purchased over the period of performance in the spaces provided.
2. **Subparagraph b:**
 - Select the correct term "costs" or "prices" within the brackets.
 - Enter the period of performance in the spaces provided.
3. **Subparagraph c:**
 - Select the appropriate type of order from the drop down box as follows: Delivery Order for Supplies; Task Order for services.
 - If the Statement of Work includes specific tasks areas for which each contractor will be qualified, the Contracting Officer may modify this subparagraph to include the specific information. If minimum and maximum amounts are assigned for each Task area as well as the overall contract, they may be included as well.

Note: *If the contract will have options, make sure to include the Article B, entitled "Option Prices" or "Estimated Cost - Option" as appropriate .*

ARTICLE B.11. PRICES/COSTS

- a. This is a Multiple Award Indefinite Quantity contract as contemplated by FAR 16.504. The Contractor shall be reimbursed by the Government in an amount not less than a total of \$ _____ (minimum) nor more than a total of \$ _____ (maximum) for successful performance of this contract.

- b. The [prices/costs] set forth in this ARTICLE will cover the contract period _____ through _____ .
- c. The Government will compete and award [Task/Delivery] Orders based on the work described in SECTION C of this contract.
- d. Ordering procedures are described in The TASK ORDER PROCEDURE Article in SECTION G of this contract.

26

****(USE BELOW FOR FIXED-PRICE CONTRACTS WHEN THE CONTRACTOR WILL BE PAID IN ONE LUMP SUM.)****

ARTICLE B.13. PRICES

- a. The total fixed price of this contract is \$ _____ .
- b. Upon delivery and acceptance of the item(s) specified in the DELIVERY Article in SECTION F and described in SECTION C of this contract, the Government shall pay to the Contractor the total fixed price.

27

****(USE BELOW FOR SUPPLY CONTRACTS, WHEN THE CONTRACTOR WILL RECEIVE PARTIAL PAYMENTS BASED ON THE DELIVERY SCHEDULE SET FORTH IN THE CONTRACT.)****

ARTICLE B.13. PRICES

- a. The total fixed price of this contract is \$ _____ .
- b. Upon delivery and acceptance of the item(s) described in SECTION C of this contract and identified in the schedule of charges below, the Government shall pay to the Contractor the unit price(s) set forth below:

SCHEDULE OF CHARGES FOR THE BASIC AWARD PERIOD

Description of Item	Quantity (Units)	Price (\$)	Unit Price (\$)	Total (\$)

28

****(USE BELOW FOR SERVICE CONTRACTS, WHEN THE CONTRACTOR WILL RECEIVE PARTIAL PAYMENTS BASED ON THE DELIVERY SCHEDULE SET FORTH IN THE CONTRACT.)****

ARTICLE B.13. PRICES

- a. The total fixed price of this contract is \$ _____ .
- b. Upon delivery and acceptance of the services described in SECTION C of this contract and identified in the schedule of charges below, the Government shall pay to the Contractor the unit price(s) set forth below:

SCHEDULE OF CHARGES FOR THE BASIC AWARD PERIOD

Description of Service	Quantity (Units)	Price (\$)	Unit Price(\$)	Total (\$)

29

****(USE BELOW FOR CONTRACTS THAT WILL RECEIVE PARTIAL PAYMENTS BASED ON A PERCENTAGE OF THE TOTAL PRICE TIED TO SPECIFIC MILESTONES IDENTIFIED.)****

Note: *The milestones and the percentage of payment MUST be set forth below .*

EXAMPLE SITUATION FOR USE:

This item could be used when the Government is purchasing a large item of equipment in which the Contractor will also be required to install, demonstrate and train personnel on its use. In this case a percentage of the total cost could be paid upon delivery of the equipment and the remaining amount could be paid upon completion of services associated with the equipment.

ARTICLE B.13. PRICES

- a. The total fixed price of this contract is \$ _____ .
- b. Upon delivery and acceptance of the item(s) and/or service(s) specified in the DELIVERY Article in SECTION F and described in SECTION C, the Contractor shall be paid as follows:

PAYMENT SCHEDULE

Description of Service or Item to be Delivered	Percentage (%) of Total Fixed-Price Amount to be Paid	Total Payment Amount

30

****(USE BELOW FOR REQUIREMENTS TYPE CONTRACTS.)****

ARTICLE B.13. PRICES

- a. The total estimated amount of this contract is \$ _____ .
- b. Upon delivery and acceptance of the item(s) described in SECTION C of this contract and identified in the schedule of charges below, the Government shall pay to the Contractor the unit price(s) set forth below:

SCHEDULE OF CHARGES FOR THE BASIC AWARD PERIOD

Description of Item	Quantity (Units)	Price	Unit Price	Total

- c. The estimated contract amount and quantity of items set forth in paragraphs a. & b. above is not a guarantee that the estimated quantities will be required or ordered.

31

****(USE BELOW AS NECESSARY.)****

Note: For All Advance Understandings Items: Write each authorization carefully to reflect the exact situation. Include any circumstance known at the time of award that requires advance Contracting Officer approval .

ARTICLE B.14. ADVANCE UNDERSTANDINGS

Other provisions of this contract notwithstanding, approval of the following items within the limits set forth is hereby granted without further authorization from the Contracting Officer.

32

****(INCLUDE AND COMPLETE BELOW AS REQUIRED.)****

a. Overtime

Overtime (premium) pay for _____ not to exceed a total of \$ _____ annually.

****(USE BELOW TO ESTABLISH A CEILING ON INDIRECT RATES WHEN INDIRECT COSTS ARE COMBINED.)****

Note: *List all Overhead Base Items, or a Total Dollar Amount may be substituted for a percentage .*

b. Indirect Costs

1. In no event shall the final amount reimbursable for indirect costs exceed a ceiling of __ % of _____ .
2. The Government is not obligated to pay any additional amount should the final indirect cost rates exceed these negotiated ceiling rates. In the event that the final indirect cost rates are less than these negotiated ceiling rates, the Government's obligation shall be reduced to conform to the lower rate.

Any costs over and above this cost ceiling shall not be reimbursed under this contract or any other Government contract, grant, or cooperative agreement.

3. The Contractor shall complete all work in accordance with the Statement of Work, terms and conditions of this contract.

****(USE BELOW TO ESTABLISH A CEILING ON INDIRECT RATES WHEN INDIRECT COSTS ARE SEPARATED.)****

Note: *List all Overhead Base Items, or a Total Dollar Amount may be substituted for a percentage .*

c. Indirect Costs

1. In no event shall the final amount reimbursable for Overhead exceed a ceiling of __ % of __ . In no event shall the final amount reimbursable for General and Administrative expense exceed a ceiling of __ % of __ .
2. The Government is not obligated to pay any additional amount should the final indirect cost rates exceed these negotiated ceiling rates. In the event that the final indirect cost rates are less than these negotiated ceiling rates, the Government's obligation shall be reduced to conform to the lower rate.

Any costs over and above this cost ceiling shall not be reimbursed under this contract or any other Government contract, grant, or cooperative agreement.

3. The Contractor shall complete all work in accordance with the Statement of Work, terms and conditions of this contract.

35

****(USE BELOW FOR A COST-REIMBURSEMENT CONTRACT, WHEN THE CONTRACTOR DOES NOT HAVE A NEGOTIATED INDIRECT COST RATE AT THE TIME OF AWARD.)****

ADDITIONAL INFORMATION TO COMPLETE THIS ITEM:

1. If you intend to allow the Contractor to bill indirect costs at a temporary billing rate, you will need to include the second paragraph below (or one substantially the same). You may modify the second paragraph to meet your needs, however, In accordance with NIH Policy Manual 7610, this paragraph must include:
 - The temporary billing rate, if different from the funding rate and base;
 - Conditions or requirements (e.g. a specific time frame from date of award for submission of the indirect cost rate proposal, i.e. within three (3) months.);
 - Effective dates for billing rates; and
 - Ramifications for not meeting the requirements (e.g. suspension of indirect costs billed).
2. If, you do not intend to allow the Contractor to bill for indirect costs prior to submission of the indirect cost proposal, delete the second paragraph in its entirety.

d. Establishment of Indirect Cost Rate

Indirect costs are funded at a rate of __ %
of _____ costs; however, the Contractor shall not bill or be reimbursed for indirect costs until such time as an indirect cost proposal has been submitted to the cognizant office responsible for negotiating the indirect cost rates, unless a temporary billing rate(s) has been included herein. Unless otherwise specified below, the indirect cost rate proposal shall be submitted no later than three (3) months after the date of contract award.

The Contractor may bill indirect costs at a temporary billing rate of __ %
of _____ costs; until such time as indirect costs have been established, provided, that the Contractor's indirect cost proposal is submitted to the cognizant office responsible for negotiating indirect costs no later than _____. If, the indirect cost proposal is not submitted in a timely manner, any temporary indirect costs billed after this due date will be suspended until such time as the indirect cost proposal is submitted.

36

****(USE BELOW IF THE CONTRACTING OFFICER HAS NOT REVIEWED SUBCONTRACT DOCUMENTATION. THE LAST SENTENCE IS OPTIONAL.)****

e. **Subcontract**

To negotiate a _____ type subcontract with _____ for _____ for an amount not to exceed \$ _____ for the period _____. Award of the subcontract shall not proceed without the prior written consent of the Contracting Officer upon review of the supporting documentation required by FAR Clause 52.244-2, Subcontracts. After receiving written consent of the subcontract by the Contracting Officer, a copy of the signed, executed subcontract shall be provided to the Contracting Officer.

37

****(USE BELOW IF THE CONTRACTING OFFICER HAS REVIEWED SUBCONTRACT DOCUMENTATION AND CONSENTS TO SUBCONTRACT AWARD AT THIS TIME.)****

f. **Subcontract**

A _____ type subcontract with _____ for _____ for an amount not to exceed \$ _____ for the period _____.

38

****(USE BELOW AS REQUIRED.)****

g. **Consultants** Consultant fee(s) to be paid to the following individual(s):

Name	Rate Per Day	Number of Days	Total Cost [Including/Excluding] Travel Not to Exceed

39

****(USE BELOW AS REQUIRED.)****

h. Scientific Meetings

Travel to general scientific meetings as follows:

	Attendee Name	Date of Meeting	Meeting Costs	Total Cost[Including/Excluding] Travel Not to Exceed
Meeting:				

40

****(USE BELOW WHEN THE CONTRACT WILL AUTHORIZE PRE-CONTRACT COSTS.)****

ADDITIONAL INSTRUCTIONS TO COMPLETE THIS ARTICLE:

1. **Last Sentence:** Include when specifying costs during the pre-contract period is appropriate. This sentence could include such items as travel, overtime, computer costs, etc. Make sure to delete this sentence in its entirety if it is not appropriate for use.

i. Pre-Contract Costs

Within the dollar limitation set forth under SECTION B, ARTICLE B.2., the Contractor shall be entitled to reimbursement for costs incurred during the period _____ through _____ in an amount not to exceed \$ _____, which if incurred after this contract had been entered into, would have been reimbursable under the provisions of this contract.

This amount includes \$ _____ for _____ in direct performance of the contract.

41

****(USE BELOW AS REQUIRED.)****

j. Direct Labor - Time Commitment

The following person(s) shall furnish the amount of time specified below in direct performance of this contract at no cost, direct or indirect, to this contract or any other U.S. Government contract, grant, or cooperative agreement:

Name	Position	No. of Hours	Duration

42

****(USE BELOW FOR COST-SHARING CONTRACTS.)****

ADDITIONAL INSTRUCTIONS TO COMPLETE THIS ARTICLE:

1. **Subparagraph 1:** Insert the applicable I/C and organization that will be cost-sharing under the contract.
2. **Subparagraph 2:** The CO must identify the Contractor's share as either a \$ amount or a percentage of the total estimated cost. Select ONE of the choices set forth within the [brackets], below. Make sure to delete the one that does not apply. Also, the Contracting Officer may, at his/her discretion, include in paragraph (2) below, the specific elements to be cost shared and the respective amounts of these elements.

k. Cost Sharing

1. This is a cost-sharing contract. Monies shall be provided for the total cost of performance from the National Institutes of Health, _____ and _____.
2. The Government shall provide monies in an amount not to exceed \$ _____. The Contractor's share is estimated at [\$ _____/OR __ % OF THE TOTAL ESTIMATED COST SET FORTH IN ARTICLE B.2. ESTIMATED COST, PARAGRAPH a.].
3. The Contractor shall maintain records of all contract costs (including costs claimed by the Contractor as being its share) and such records shall be subject to the **Audit and Records-Negotiation** and **Final Decisions on Audit Findings** clauses of the General Clauses.
4. Costs contributed by the Contractor shall not be charged to the Government under any other contract, grant, or cooperative agreement (including allocation to other grants, contracts, or cooperative agreements as part of an independent research and development program). The Contractor shall report the organization's share of the costs expended by category, on the Financial Report of Individual Project/Contract, NIH 2706, as referenced in the CONTRACT FINANCIAL REPORT Article in SECTION G of this contract.

****(USE BELOW FOR COST-REIMBURSEMENT CONTRACTS WHICH REQUIRE FINANCIAL REPORTING, WHEN THE CONTRACTING OFFICER DETERMINES THAT THIS REPORTING METHOD IS PREFERRED OVER SUBMISSION OF THE NIH 2706 OR THE REPORTING METHOD SPECIFIED IN NIH(RC)-4.)****

Note: *This item requires the Contractor to provide a greater level of detail for the Direct Labor category than that required for both the NIH 2706 and the NIH(RC)-4 .*

I. Invoices - Cost and Personnel Reporting, and Variances from the Negotiated Budget

1. The Contractor agrees to provide a detailed breakdown on invoices of the following cost categories:
 - a. Direct Labor - List individuals by name, title/position, hourly/annual rate, level of effort, and amount claimed.
 - b. Fringe Benefits - Cite rate and amount
 - c. Overhead - Cite rate and amount
 - d. Materials & Supplies - Include detailed breakdown when total amount is over \$1,000.
 - e. Travel - Identify travelers, dates, destination, purpose of trip, and amount. Cite COA, if appropriate. List separately, domestic travel, general scientific meeting travel, and foreign travel.
 - f. Consultant Fees - Identify individuals and amounts.
 - g. Subcontracts - Attach subcontractor invoice(s).
 - h. Equipment - Cite authorization and amount.
 - i. G&A - Cite rate and amount.
 - j. Total Cost
 - k. Fixed Fee
 - l. Total CPFF

Monthly invoices must include the cumulative total expenses to date, adjusted (as applicable) to show any amounts suspended by the Government.

2. The Contractor agrees to immediately notify the Contracting Officer in writing if there is an anticipated overrun (any amount) or unexpended balance (greater than 10 percent) of the amount allotted to the contract, and the reasons for the variance. Also refer to the requirements of the Limitation of Funds and Limitation of Cost Clauses in the contract.

****(USE BELOW WHEN THE CONTRACTOR WILL PERFORM ALL OR A PORTION OF THE WORK ON THE GOVERNMENT SITE.)****

m. Non-Personal Services and Inherently Government Functions

1. Pursuant to FAR 37.1, no personal services shall be performed under this contract. All work requirements shall flow only from the Contracting Officer's Representative (COR) to the Contractor's Project Manager. No Contractor employee will be directly supervised by the Government. All individual employee assignments, and daily work direction, shall be given by the applicable employee supervisor. If the Contractor believes any Government action or communication has been given that would create a personal services relationship between the Government and any Contractor employee, the Contractor shall promptly notify the Contracting Officer of this communication or action.
2. Pursuant to FAR 7.5, the Contractor shall not perform any inherently Governmental actions under this contract. No Contractor employee shall hold him or herself out to be a Government employee, agent, or representative. No Contractor employee shall state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications with third parties in connection with this contract, Contractor employees shall identify themselves as Contractor employees and specify the name of the company for which they work. In all communications with other Government contractors in connection with this contract, the Contractor employee shall state that they have no authority to in any way change the contract and that if the other contractor believes this communication to be a direction to change their contract, they should notify the Contracting Officer for that contract and not carry out the direction until a clarification has been issued by the Contracting Officer.
3. The Contractor shall insure that all of its employees working on this contract are informed of the substance of this article. Nothing in this article shall limit the Government's rights in any way under the other provisions of the contract, including those related to the Government's right to inspect and accept the services to be performed under this contract. The substance of this article shall be included in all subcontracts at any tier.

****(USE BELOW WHEN THE CONTRACTOR WILL HAVE ACCESS TO SENSITIVE GOVERNMENT INFORMATION/DATA DURING THE PERFORMANCE OF THE CONTRACT THAT NEEDS TO BE HANDLED CONFIDENTIALLY BY THE CONTRACTOR, BUT, INCLUDING ARTICLE H. CONFIDENTIALITY OF INFORMATION, IS INAPPROPRIATE.)****

n. Confidential Treatment of Sensitive Information

The Contractor shall guarantee strict confidentiality of the information/data that it is provided by the Government during the performance of the contract. The Government has determined that the information/data that the Contractor will be provided during the performance of the contract is of a sensitive nature.

Disclosure of the information/data, in whole or in part, by the Contractor can only be made after the Contractor receives prior written approval from the Contracting Officer. Whenever the Contractor is uncertain with regard to the proper handling of information/data under the contract, the Contractor shall obtain a written determination from the Contracting Officer.

46

****(USE BELOW WHEN SPECIAL COPYRIGHT PROVISIONS ARE NECESSARY.

Note: *There are 3 choices below. Select the one which fits the needs of your specific situation.*

For NIH: *If your situation requires something different, contact the NIH Office of General Counsel (OGC). For NCI: It may be helpful to contact the Office of Technology Transfer, (NCI, ncitechtransfer@mail.nih.gov) for assistance in tailoring specific language to fit your needs.*

ADDITIONAL INSTRUCTIONS TO COMPLETE THIS ARTICLE:

- **Subparagraph 1 or 2:**
 - **subparagraph 1:** Use, as applicable, for all contractors except Colleges and Universities. Make sure to delete subparagraph 2.
 - **subparagraph 2:** Use, as applicable, for contracts with Colleges and Universities. Make sure to delete subparagraph 1.
- **Subparagraph 3:** Use for copyright permissions that the Government seeks to negotiate under FAR 27.404-4(b). Note: Some examples of a copyright restriction or alternative scope of copyright are: 1) a requirement to assign copyright to the Government, 2) assign copyright to another party, 3) dedicate the copyright to the public domain; 4) require delivery of source code.

NCI Processes/Procedures Reviewed 9/22)****

o. Special Copyright Provisions

1. In accordance with FAR Clause 52.227-14, Rights in Data General, the Contractor shall seek written permission from the Contracting Officer before establishing a copyright for any software and associated data generated under this contract. Additionally, the Government shall be provided a paid-up, world-wide, irrevocable, nonexclusive license to all rights under any copyright obtained.

-OR-

2. The Government shall be provided a paid-up, world-wide, irrevocable, nonexclusive license to all rights under any copyright established for any software and associated data generated under this contract.
3. The following paragraph is added as (d)(4) to FAR Clause 52.227-14, Rights in Data General:

In addition to a paid-up, world-wide, irrevocable, nonexclusive license to all rights under any copyright obtained for any software and associated data generated under this contract, the Government shall require the Contractor to _____ [insert the specific restrictions to the copyright or scope of the copyright here.].

47

****(USE BELOW IF THE CONTRACTING OFFICER/CONTRACT SPECIALIST WANTS ALL CORRESPONDENCE RECEIVED FROM THE CONTRACTOR TO REFERENCE BOTH THE HHS and an I/C CONTROL NUMBER.)****

NOTE: *If you are using a form other than the SF-26, modify the items below to identify the location of each required contract number.*

ADDITIONAL INFORMATION TO COMPLETE THIS ITEM:

1. **Contract Number:** After you have input the HHS contract number (PIID), make sure to delete the instruction sentence within the brackets.
2. **I/C Control Number:** Insert the appropriate I/C in the first text box. Insert the I/C designated contract number in the second text box, i.e. NCI Control No. N44-HD-2011-00025.) Delete this paragraph if it is not applicable.

p. Contract Number Designation

On all correspondence submitted under this contract, the Contractor agrees to clearly identify the two contract numbers that appear on the face page of the contract as follows:

Contract No. _____ [insert the 17 digit number that appears in Block 2 of the SF-26, i.e. HHSN26120041234C.]

___ Control No. _____ .

48

****(USE BELOW IN ALL SBIR CONTRACTS.)****

q. SBIR Funding Agreement Certification

The SBIR Funding Agreement Certification form, located in SECTION J, must be completed at the time of award prior to the performance of work under this contract, in accordance with the SBIR Policy Directive issued by SBA (October 18, 2012).

For additional information, see NIH Policy Notice NOT-OD-13-116, entitled, "New Program Certifications Required for SBIR and STTR Awards," located at:

<http://grants.nih.gov/grants/guide/notice-files/NOT-OD-13-116.html>.

49

****(USE BELOW FOR ALL SBIR FAST-TRACK AWARDS.)****

r. SBIR Fast Track Recertification Requirement

Phase I and Phase II SBIR awards are considered separate funding agreements under the Fast-Track Initiative. Therefore, Phase I Fast-Track awardees must recertify that they meet all of the eligibility criteria for an SBIR or STTR award prior to issuance of the Phase II award.

50

****(USE BELOW IN ALL COST-REIMBURSEMENT CONTRACTS.)****

ADDITIONAL INSTRUCTIONS TO COMPLETE THIS ARTICLE:

- **Subparagraph a., First sentence:** When the contract has no fee, remove the language within the brackets.

ARTICLE B.15. PROVISIONS APPLICABLE TO DIRECT COSTS

51

Items Unallowable Unless Otherwise Provided

Notwithstanding the clause[s], ALLOWABLE COST AND PAYMENT, [and FIXED FEE,] incorporated in this contract, unless authorized in writing by the Contracting Officer, the costs of the following items or activities shall be unallowable as direct costs:

52

****(INCLUDE BELOW IN ALL CONTRACTS THAT INVOLVE LOGISTICAL SUPPORT SERVICES; OR ANY CONTRACT THAT INCLUDES THE CONDUCT OF A CONFERENCE OR MEETING, EVEN IF INCIDENTAL TO THE PERFORMANCE OF THE CONTRACT.)****

Conferences and Meetings

53

****(INCLUDE BELOW IN ALL CONTRACTS THAT INVOLVE LOGISTICAL SUPPORT SERVICES; OR ANY CONTRACT THAT INCLUDES THE CONDUCT OF A CONFERENCE OR MEETING, EVEN IF INCIDENTAL TO THE PERFORMANCE OF THE CONTRACT.)****

Food for Meals, Light Refreshments, and Beverages

54

****(USE BELOW ON ALL CONTRACTS WHERE THE POSSIBILITY EXISTS THAT THE CONTRACTOR WILL PROVIDE OR PURCHASE PROMOTIONAL ITEMS.)****

Promotional Items *[includes, but is not limited to: clothing and commemorative items such as pens, mugs/cups, folders/folios, lanyards, and conference bags that are sometimes provided to visitors, employees, grantees, or conference attendees.]*

55

****(USE BELOW IN ALL COST-REIMBURSEMENT CONTRACTS.)****

Acquisition, by purchase or lease, of any interest in real property;

56

****(USE BELOW IN ALL COST-REIMBURSEMENT CONTRACTS.)****

Special rearrangement or alteration of facilities;

57

****(USE BELOW IN ALL COST-REIMBURSEMENT CONTRACTS.)****

Purchase or lease of **any** item of general purpose office furniture or office equipment regardless of dollar value. (General purpose equipment is defined as any items of personal property which are usable for purposes other than research, such as office equipment and furnishings, pocket calculators, etc.);

58

****(USE BELOW IN ALL COST-REIMBURSEMENT CONTRACTS.)****

Travel to attend general scientific meetings;

59

****(USE BELOW IN ALL COST-REIMBURSEMENT CONTRACTS.)****

Foreign travel;

60

****(USE BELOW IN ALL COST-REIMBURSEMENT CONTRACTS.)****

Consultant costs;

61

****(USE BELOW IN ALL COST-REIMBURSEMENT CONTRACTS.)****

Subcontracts;

62

****(USE BELOW IN ALL COST-REIMBURSEMENT CONTRACTS.)****

Patient care costs;

63

****(USE BELOW IN ALL COST-REIMBURSEMENT CONTRACTS.)****

Accountable Government Property (defined as non-expendable personal property with an acquisition cost of \$1,000 or more) and "sensitive items" (defined as items of personal property (supplies and equipment that are highly desirable and easily converted to personal use), regardless of acquisition value.

64

****(USE BELOW WHEN THE ACQUIRING I/C CANNOT BE CLASSIFIED AS AN "INSTITUTE" UNDER NIH MANUAL CHAPTER 6308.)****

FOR MORE INFORMATION ABOUT RESTRICTIONS ON PRINTING, See "NIH Guidance Related to the HHS Policies on Promoting Efficient Spending: Use of Appropriated Funds for Conferences, Conference Grants and Meetings, Food, Promotional Items, and Printing and Publications," dated November 1, 2015
at: <https://oamp.od.nih.gov/news/NIH-efficient-spending-policy>.

Printing Costs (as defined in the Government Printing and Binding Regulations).

65

****(USE BELOW IF, PRIOR TO AWARD, THE CONTRACTING OFFICER LEARNS THAT THE OFFEROR HAS AN ONGOING RESEARCH AND/OR PATIENT CARE PROGRAM SIMILAR TO THE PROGRAM UNDER NEGOTIATION.)****

Note: *The CO should determine the exact nature of the offeror's existing program. If the Government's proposed program is an expansion or extension of the offeror's program, the CO should ascertain the amount of funding the offeror has available for his existing program and include a clause similar to the one below in the contract .*

Research Funding

"In as much as _____ (Contractor) has a current research and/or patient care program directly relating to _____ (project title) currently ongoing and funded in the amount of \$ _____, the estimated cost of contract no. _____ will be used to supplement the ongoing research and will not supplant it in any manner."

66

****(USE BELOW IN COST-REIMBURSEMENT CONTRACTS AS REQUIRED.)****

Travel Costs

67

Domestic Travel

Total expenditures for domestic travel (transportation, lodging, subsistence, and incidental expenses) incurred in direct performance of this contract shall not exceed \$ _____ without the prior written approval of the Contracting Officer.

68

****(USE BELOW IN COST-REIMBURSEMENT CONTRACTS AS REQUIRED.)****

Foreign Travel

Total expenditures for foreign travel (transportation, lodging, subsistence, and incidental expenses) incurred in direct performance of this contract shall not exceed \$ _____ without the prior written approval of the Contracting Officer.

69

****(USE BELOW FOR ALL ORGANIZATIONS WHO OPERATE UNDER COMMERCIAL COST PRINCIPLES.)****

Note: *This includes those Nonprofit Organizations listed in Title 2 CFR Appendix VIII to Part 200-Nonprofit Organizations Exempted From Subpart E-Cost Principles of Part 200.*

The Contractor shall invoice and be reimbursed for all travel costs in accordance with Federal Acquisition Regulations (FAR) 31.2 - Contracts with Commercial Organizations, Subsection 31.205-46, Travel Costs.

70

****(USE BELOW FOR COST-REIMBURSEMENT CONTRACTS WITH EDUCATIONAL INSTITUTIONS.)****

The Contractor shall invoice and be reimbursed for all travel costs in accordance with Title 2 of CFR, Part 220-Cost Principles for Educational Institutions (OMB Circular A-21).

71

****(USE BELOW FOR COST-REIMBURSEMENT CONTRACTS WITH NON-PROFIT ORGANIZATIONS.)****

NOTE : *DO NOT include those Nonprofit Organizations listed in Title 2 CFR Appendix VIII to Part 200-Nonprofit Organizations Exempted From Subpart E-Cost Principles of Part 200 .*

The Contractor shall invoice and be reimbursed for all travel costs in accordance with Title 2 of CFR, Part 230-Cost Principles for Non-Profit Organizations (OMB Circular A-122).

72

****(USE BELOW FOR COST-REIMBURSEMENT CONTRACTS WITH HOSPITALS.)****

The Contractor shall invoice and be reimbursed for all travel costs in accordance with 45 CFR Part 74, Appendix E - "Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals."