

Information Required in Reimbursable Agreements	
A. Project Title.	A unique short phrase describing the project.
B. Agreement Amount.	Include the total amount, which is the sum of both direct and indirect costs (see 264 FW 1).
C. Identification of All Parties.	Include the name and address for the Buyer and Seller as well as an administrative and/or technical point of contact (POC). POC information should include name, title, telephone number, and email address for each party.
D. Responsibilities of Each Party.	<i>This is often called the Scope of Work (SOW), Statement of Work, Agreement Tasks, etc.</i> Precisely define the division of responsibilities and commitments with separate paragraphs for each party. Where applicable, the agreement should include goals, performance measures, products, and a schedule of strategic milestones. This may be incorporated in full text, by reference, or as an attachment.
E. Authorities.	Include the statutory authority that allows the Service to exchange funds or to commit resources (see Exhibit 1 of 264 FW 1).
F. Modification and Dispute Procedures.	This section should be by the mutual consent of both parties and formalized in writing (see 264 FW 2, section 2.11).
G. Termination Procedures.	There should be language included in the agreement clearly stating what the termination procedures will be, including delivery method of a notice of termination, number of days' notice required, and payment of cost incurred up to the point of termination, etc. (see 264 FW 2, section 2.11).
H. Period of Performance.	The agreement should include a specific start and completion date.
I. Accounting Information.	The financial information for both parties must be clearly stated, this should include: (1) Citation for when the Buyer's funds expire for obligation/expenditure. (2) Accounting code (Fund, Fund Center, Functional Area, Work Breakdown Structure (WBS), etc.). (3) Treasury Account Symbol (TAS): (a) TAS is an important piece of financial information that Treasury implemented with their Central Accounting Reporting System (CARS). (b) TAS information may be obtained from the Reimbursable Agreements Operations team. (4) Business Event Type Code (BETC) (Treasury's website). (5) Buyer's Agreement number. (6) The Dun and Bradstreet Data Universal Numbering System (DUNS) number: (a) The Buyer will provide: (i) DUNS number, or (ii) Tax identification number. (b) Information about the Service's (Seller) DUNS numbers may be obtained from the Acquisition and Property Operations team. (7) Agency Location Code (ALC) for Federal agencies only.
J. Payment Terms, Schedule, and Method of Payment.	(1) Advance Payment. Advance payment is required for:

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- (a) All reimbursable agreements with private entities.
- (b) Reimbursable agreements with State, local, Tribal, and foreign governments if a waiver of advance payment has not been requested and approved.

(2) Billing in Arrears. The Service uses a standard billing in arrears process:

- (a) All reimbursable agreements with another Federal agency are billed using the Intra-Governmental Payment and Collection (IPAC) system. IPAC transactions generally occur following delivery of products or services or on preset intervals (e.g., monthly, quarterly, or annually).
- (b) Reimbursable agreements with State, local, Tribal, and foreign governments that have an approved waiver of advance payment on file are billed using the Bill for Collection form (DI-1040) with the Reimbursable Agreements Operations team. Bill for Collection transactions are issued monthly unless quarterly bills are requested. Payments are due within 90 days of our request for payment.

K. Full Cost Recovery Statement. In accordance with Office of Management and Budget (OMB) Circular A-25, User Charges, Federal agencies are required to recover full costs. When full costs are not recovered, the agreement must disclose the reason for deviating from an established pricing structure or full cost recovery. We review our indirect cost recovery rates every 2 years (see [264 FW 1](#)). When negotiating long-term agreements, they must include a contract variation clause to accommodate any potential rate change.

L. Liability Issues, if any. Liability applies to the potential for damage or injury to people or property. An agreement may include indemnification language to protect the Service from such lawsuits. Add clauses that require the other party in the agreement to assist or cooperate in the Service's defense. The Service may not indemnify an outside party.

M. Signatures. Obtain approval from the official authorized to sign (see [264 FW 2, Table 2-1](#)) and include the title, address, and date of signature. To be valid, both parties must sign.