

CONDITIONS OF AGREEMENT

1. Funding. Unless otherwise noted on the Form 1616, upon execution of this agreement, the requesting agency will be billed based on the agreed upon deliverables via IPAC, if available, or invoiced appropriately. Agencies have the option to mail PMF reimbursements to the address shown in block 10a. Reimbursements for "draw down" agreements will be made in accordance with the pricing and payment schedule agreed upon.

2. Duties. The respective duties of OPM and the requesting agency are set out in the attached Statement of Work (if applicable) or described in block 5.

3. Compliance with Applicable Laws. Both parties agree to comply with authorities cited in this agreement. Both parties also agree to comply with any laws or regulations related to the Privacy Act, the FOIA, and GPO Printing laws and regulations that apply. Specifically, the recipient agrees to comply fully with OPM requirements to avoid statistical disclosure and agrees to make no attempts to identify individuals through data manipulation. Unless otherwise mutually agreed to, the data are supplied solely for statistical research. The recipient further agrees to safeguard any data containing personal identifiers in accordance with OPM's privacy and security standards. Any proposed publication for public information of data delivered under this agreement shall be approved by OPM prior to publication.

4. Amendments or modifications of the agreement. Any amendments or modifications of this Agreement must be made in writing and agreed to by both OPM and the requesting agency. To modify prices on a pricing schedule (if applicable), the party proposing to modify the prices must notify the other party 90 days in advance of the proposed change. The other party must respond to the proposed change within 45 days of receipt of the proposed change. Individual fiscal year agreements may be renewed by the execution of a new OPM Form 1616, provided that sufficient funds are available to the requesting agency for obligation.

5. A-76 Certification. This certification is required by OMB Circular A-97 from all State and Local governments, including DC Government. OMB Circulars A-76 and A-97 are incorporated by reference into this agreement. These circulars are published at the OMB web site, <http://www.omb.gov>. In accordance with the policies set forth in circular A-76, the requesting agency certifies that the services ordered pursuant to this agreement cannot be procured reasonably and expeditiously through ordinary business channels.

6. Publication or Sharing Results. If either party publishes or shares any results coming within the sphere of its responsibility, they shall submit a proposed release to the cooperating party for prior review. Publication may be joint or independent, as agreed upon, always giving due credit to the cooperation and recognizing within proper limits the rights of the individuals doing the work. Software and documents may not be shared or used beyond the scope specified in the Statement of Work (if applicable).

7. Disputes. OPM and requesting agency employees responsible for the administration of this agreement are the program office contacts identified in blocks 6b & 10b on the OPM Form 1616. Disputes must be submitted in writing to either of these persons. Any disputes that are not resolved at this level may be referred to the appropriate OPM official, whose decision is final.

8. Terminations. Either OPM or the requesting agency may terminate this agreement at any time by sending written notice to the program office contact in writing 30 days prior to the effective date of the termination. OPM will be entitled to sufficient funds as necessary to cover the expenses incurred for terminating this Agreement and will provide a final accounting of the expenses to the requesting agency 30 days after receipt of the termination notice.

9. Property. Property purchased from funds supplied under this agreement shall become an asset of the agency bearing the cost of acquisition (The Economy Act of 1932, as amended (31 U.S.C. 1535-1536, 33 Comp. Gen. 565)), unless otherwise agreed to by the cooperating parties.

10. Duration of the agreement. Agreements contemplating performance extending beyond the fiscal year will be renewed automatically provided the agencies have executed a new OPM Form 1616 and sufficient funds are available to the requesting agency for obligation (if applicable).

11. Whole Agreement. This agreement, including the attached Statement of Work (if applicable) or as stated in block 5, constitutes the entire agreement between OPM and the requesting agency of this Agreement.

12. Purchase/Charge Cards. If requesting agency would prefer to use a government purchase/charge card as method of payment, contact the Program Office identified in block 10. This method of payment is quicker and a receipt may either be mailed or faxed to you upon request.

INSTRUCTIONS FOR COMPLETING OPM FORM 1616

Block 1: *(Optional)* This number is used by the requesting agency for internal tracking and reference purposes.

Block 2: *(Required)* This is the estimated amount of the product(s) or service(s) to be performed by OPM.

Block 3: *(Required)* This is the date OPM estimates to begin work on the agreement.

Block 4: *(Required)* This is the date OPM estimates to complete work on the agreement.

Block 5: *(Required)* This block is used to indicate the type of product(s) or service(s) to be performed by OPM. In block 5a, indicate the number and type of attachments, if any. **Use this space to identify the PMF(s) by full name and EOD (Entry On Duty start date of the PMF) your agency has hired and is applying the fee(s) towards.**

Block 6: *(Required)* Requires full agency name and address (*spell out completely*). This is typically the Program Office which hired the PMF(s). Please inform the OPM Program Office contact (identified in block 10) of any change in contacts, mailing addresses, payment (accounting data), or request.

Block 7: *(Optional)* Identify point of delivery (e.g., loading dock, room number, etc.), if different than block 6a. Point of contact will be used as the receiving agent for delivery and overnight services. Use commercial phone numbers only.

Block 8: *(Required)* In block 8a, enter requesting agency's 8-Digit Agency Location Code (ALC); in block 8b, enter customer obligating document number (e.g., Purchase Order or MIPR), if any; in block 8c, enter specific agency accounting data; in block 8d, enter requesting agency's finance office/billing address, if applicable; in block 8e, enter finance office name; in block 8f, enter finance office contact's commercial telephone number; and in block 8g, enter finance office contact's commercial fax number.

Block 9: *(Required)* Signed approval by requesting agency's Program Office and Finance/Contracting Office. Please print names as well.

Block 10: *(Completed by OPM)* Name and address of the OPM organization responsible for providing the specific product(s) and/or service(s).

Block 11: *(Completed by OPM)* Statutory authorization covering this agreement.

Block 12: *(Completed by OPM)* Identifies OPM's Program Office financial contact information.

Block 13: *(Completed by OPM)* OPM use only.

Block 14: *(Completed by OPM)* OPM's authorized signatures.

NOTE: Attach all related correspondence (e.g., order form(s), statement of work, purchase order(s), etc.) when submitting and indicate number of attachments in block 5a. Fax or email a complete copy to the Program Office contact identified in block 10 to initiate processing. If you have any questions, please contact the Program Office contact listed in block 10.