

**U.S. DEPARTMENT OF ENERGY
Reimbursable (Funds-in) Agreement No. SAMPLE**

1. Sponsor's Name and Address	2. Reimbursable (Funds-In) Agreement No. SAMPLE () New Award () Modification No.
3. Project Title/Description:	
4. Performance Period : Date of receipt of advance funding through	5. Financial a. Estimated Cost: \$ Cost to Sponsor: \$ b. Sponsor shall submit checks payable to the Department of Energy to: U.S. Department of Energy Naval Petroleum and Oil Shale Reserves-CUW (NPR-3) 907 North Poplar, Suite 150 Casper, WY 82601
6. NPR/RMOTC, DOE Program Officer	
7. Issuing Agency U. S. Department of Energy Naval Petroleum and Oil Shale Reserves-CUW (NPR-3) 907 North Poplar, Suite 150 Casper, WY 82601	
8. Agreement Terms and Conditions This agreement consists of this form plus the following: <i>a. Appendix A - General Terms & Conditions</i> <i>b. Appendix B - Patents/Technical Data Clauses (short form)</i> <i>Joint Work Statement</i>	9. Sponsor Type <input type="checkbox"/> State Government <input type="checkbox"/> Non-domestic Entity <input type="checkbox"/> Local Government <input type="checkbox"/> Commercial Firm <input type="checkbox"/> Educational Institution <input type="checkbox"/> Other
10. Sponsor Acceptance Name and Title	11. Authorizing Official
Signature _____ Date _____	Signature _____ Date _____
Phone No. _____ FAX No. _____	

APPENDIX A
General Terms and Conditions

1. TERM. The term of this Agreement shall commence upon DOE's receipt of the advance funding, required in Paragraph 3. below and shall continue for the estimated performance period stated on the face page, Block 4.

Performance of work under this Agreement may be terminated at any time by either party, without liability except as provided hereinafter, upon giving written notice to the other party. DOE shall terminate this Agreement only when DOE determines that such termination is in the best interest of the Government provided, that DOE shall have the right to terminate if the Sponsor shall have failed to advance the funds required by Paragraph 3. below within 90 days of DOE's execution of this Agreement. In the event of termination the Sponsor shall be responsible for DOE's costs through the effective date of termination, but in no event shall the Sponsor's cost responsibility exceed the total cost to the Sponsor as described in Paragraph 2. below.

2. COSTING POLICY. DOE's costs shall be determined in accordance with DOE's policy for costing work it performs for others as set forth in 1-CPR Part 1009.

The total cost to the Sponsor for DOE's performance of work under this Agreement shall not, without the Sponsor's prior consent, exceed the estimated cost set forth in block 5 of the face page; provided however, DOE shall have no obligation to continue or complete performance of the work if the actual cost of such performance will exceed said estimated cost; and provided further, that said estimated cost shall not operate as a cost limitation of the obligations and liabilities assumed by the Sponsor under other provisions of this Agreement. DOE will provide notice as soon as reasonably practicable if the actual cost to complete performance will exceed the estimated cost so as to allow the Sponsor to elect to provide additional funding without an interruption in the performance of the work.

3. FUNDING AND PAYMENT. The Sponsor shall provide sufficient funds in advance to reimburse DOE for costs incurred by DOE in causing its management to perform the work described in this Agreement, and DOE shall have no obligation to perform in the absence of adequate advance funds.

DOE will submit an invoice to the Sponsor for advance funding in the amount of the estimated cost of the work unless incremental funding is permitted. If the estimated period of performance exceeds 90 days and the estimated cost exceeds \$25,000, the Sponsor may with DOE's approval (see block 5d) advance funds incrementally. In such a case, DOE will initially invoice the Sponsor in an amount sufficient to permit the work to proceed for 90 days and thereafter invoice the Sponsor monthly so as to maintain a 90-day period that is funded in advance.

Payment shall be made directly to DOE, and the Sponsor shall identify DOE's Funds-In Agreement No. on the wire transfer or check and mail all checks for advance payment to the address identified in block 5b of the face page. Upon termination or completion, any excess funds shall be refunded by DOE to the Sponsor.

4. PROPERTY. Unless the parties hereto otherwise agree all equipment and test apparatus procured with

funds provided by the Sponsor shall be disposed of as directed by the Sponsor.

5. PUBLICATION MATTERS. No publicity release (including news releases and advertising) relating to this Agreement and the work hereunder shall be issued by either party without prior **coordination with the other party**. Any technical paper, article, publication or announcement of advances generated in connection with work done under this Agreement during the period of performance of the Agreement or in the future, **shall give credit to the Sponsor as a Sponsor of the work and shall contain DOE's standard publication disclaimer statement (copy furnished upon request)**.

6. GENERAL DISCLAIMER. Neither the Government, DOE, the research center, nor persons acting on their behalf makes any warranty, express or implied, (i) with respect to the accuracy completeness or usefulness of any information or data to be furnished hereunder, (ii) that the use of any such information or data may not infringe privately owned rights (iii) that services information or data to be furnished hereunder will not result in injury or damage when used for any purpose and (iv) that services information or data to be furnished hereunder will accomplish intended results or are safe for any purpose. Neither the Government, DOE, the research center, nor persons acting on their behalf will be responsible to the Sponsor for any injury to or death of person or their living things for damage to or destruction of property or for any kind whatsoever to Sponsor resulting from the performance of services or furnishing of materials hereunder.

7. INDEMNITY. The Sponsor agrees to indemnify and hold harmless the Government, DOE, the research center, and persons acting on their behalf from (1) all liability, including costs and expenses incurred, resulting from the Sponsor's use or disclosure of any information in whatever form, furnished hereunder; and (2) all liability to any person including the Sponsor for injury to or death of persons or other living things or injury to or destruction of property arising out of performance by the Government, the DOE, the research center, or persons acting on their behalf, and not directly resulting from the fault or negligence of the Government, the DOE, the research center, or persons acting on their behalf, or arising out of the use of the services performed, materials supplied, or information given hereunder by any person including the Sponsor. The foregoing provisions shall have no application to public liability for nuclear incident as defined and provided for in the Atomic Energy Act of 1954, as amended.

8. NONINTERFERENCE. The use of a DOE facility and/or its management in support of this Agreement can only be authorized on a noninterference basis, i.e., the work performed under this Agreement shall not interfere with work related to the prime mission of the facility. Although DOE commitment to this effort is equal to DOE missions programs, DOE programs may, for reasons related to national security or exigency, preempt effort in support of this Agreement. Accordingly, neither the Government, DOE, the research center, nor persons acting on their behalf will be responsible, irrespective of causes, for failure to perform services or furnish information or data hereunder at any particular time or in any specific manner.

9. REPORTING REQUIREMENTS. Reports on the work shall be submitted to the Sponsor as described in the Joint Work Statement.

10. PATENTS, and CONFIDENTIAL INFORMATION. Terms and conditions regarding patents and confidential information are set forth in Appendix B, attached hereto and incorporated herein. Reference therein to "research center" means the **NAVAL PETROLEUM AND OIL SHALE RESERVES-CUW**

(NPR-3) ROCKY MOUNTAIN OIL FIELD TESTING CENTER (RMOTC), where the work under this Agreement is to be performed.

11. COORDINATION. Except as otherwise directed by DOE all technical liaison with respect to the work funded by the Sponsor will be directly between the Sponsor and the research center. All other matters shall be coordinated with DOE. The personnel that have been designated as coordination representatives by the parties are as follows:

RMOTC Technical Contact:

Name
U. S. Department of Energy
907 North Poplar, Suite 150
Casper, WY 82601
Phone: 307-233-4800
Fax: 307-233-4851
E-mail:

RMOTC Administrative Contact:

Name
U. S. Department of Energy
907 North Poplar, Suite 150
Casper, WY 82601
Phone: 307-233-4800
Fax: 307-233-4851
E-mail:

Sponsor's Technical Contact

Name
Company
Address
C/S/Z
Phone:
Fax:
E-mail:

Sponsor's Administrative Contact

Name
Company
Address
C/S/Z
Phone: Phone:
Fax:
E-mail:

12. FAR 52-203-1 OFFICIALS NOT TO BENEFIT (APR 1984).

(a) The Sponsor warrants that no person or agency has been employed or retained to solicit or obtain this agreement upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this agreement without liability or, in its discretion, to deduct from the contract price or consideration or otherwise recover the full amount of the contingent fee.

(b) "Bona fide agency", as used in this clause, means an established commercial or selling agency, maintained by a sponsor for the purpose of securing business, that neither exerts nor purposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee", as used in this clause means a person employed by a Sponsor and subject to the Sponsor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influences.

"Contingent fee", as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence", as used in this clause means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

13. ALTERATIONS AND ADDITIONS. Alterations and additions, if any, as agreed to by the parties prior to execution of this Agreement are attached hereto and incorporated herein.

APPENDIX B
PATENTS AND TECHNICAL DATA CLAUSES
(SHORT FORM)

Clause I - Patent and Copyright Indemnity - Limited

The Sponsor shall indemnify the Government and its officers, agents, and employees against liability, including costs, for infringement of any United States patent or copyright arising out of any acts required or directed by the Sponsor to be performed under the Agreement to the extent such acts are not normally performed at the facility. Further, the foregoing indemnity shall not apply unless the Sponsor shall have been informed in a reasonable time by the Government of the suit or action alleging such infringement and such indemnity shall not apply to a claimed infringement which is settled without the consent of the Sponsor unless required by a court of competent jurisdiction.

Clause II - Invention Rights

The Government shall have rights in any invention conceived or made in the course of work under this Agreement by its employees.

Clause III Confidential Information

It is understood that Government employees are subject to the statutory provisions against disclosure of confidential information set forth in the Trade Secrets Act, 18 USC 1905.