# GENERAL AGREEMENT TERMS AND CONDITIONS

# SECTION 1.0: DISPUTES & TERMINATION

## A. General

The Government and the Agreement Holder shall communicate with one another in good faith and in a timely and cooperative manner when raising issues under this Section.

## B. Dispute Resolution Procedures

Prototype projects are not subject to the Contract Disputes Act and the Government Accountability Office and Court of Federal Claims have limited bid protest jurisdiction regarding other transactions (OT) for prototype projects.

Any disagreement, claim, or dispute between the Government and the Agreement Holder, concerning questions of fact or law arising from or in connection with this Agreement, and, whether or not involving an alleged breach of any Agreement, may be raised only under this Section.

Whenever disputes, disagreements, or misunderstandings arise, all Parties shall attempt to resolve the issue(s) involved by discussion and mutual agreement as soon as practicable. In no event shall a dispute, disagreement, or misunderstanding which arose more than three months prior to the notification made under this Article, as was known to one or more parties, constitute the basis for relief under this Section unless the Agreements Officer (AO), in the interest of justice, waives this requirement.

Failing resolution by mutual agreement, the aggrieved Party(ies) shall document the dispute, disagreement or misunderstanding by notifying all other Party(ies) in writing documenting the relevant facts, identifying unresolved issues, specifying the clarification or remedy sought and documenting the rationale as to why the clarification/remedy is appropriate. Within 10 working days after providing notice to all other Parties, the aggrieved Party(ies) may, in writing, request a decision by from a position at least one level above the AO.

The other Party(ies) shall submit a written position on the matter(s) in dispute within 30 calendar days after being notified that a decision has been requested. A Government representative will be appointed to conduct a review of the matter(s) in dispute and render a decision in writing within thirty calendar days of receipt of such position. Any such decision is final and binding, unless a Party(ies) shall, within thirty calendar days request further review by an Agreement Holder Executive and the Government Executive equivalent. In the event of a decision, or in the absence of a decision, within sixty calendar days of such referral for further review (or such other period as agreed to by the Parties), any party may pursue any right or remedy provided by law in a court of competent jurisdiction as authorized by 28 USC 1491, including but not limited to the right to seek extraordinary relief under Public Law 85-804. Alternatively, the parties may agree to explore and establish an Alternate Disputes Resolution procedure to resolve this dispute.

## C. Limitation of Liability and Damages

In no event shall the liability of Agreement Holder, or any other entity performing activities under a Agreement issued by Agreement Holder, exceed the funding that such entity has received for its (their) performance of the specific Agreement under which the dispute arises.

No Party shall be liable to any other Party for consequential, punitive, special and incidental damages or other indirect damages, whether arising in contract (including warranty), tort (whether or not arising from the negligence of a Party or otherwise, except to the extent such damages are caused by a Party's willful misconduct; Notwithstanding the foregoing, claims for contribution toward third-party injury, damage, or loss are not limited, waived, released, or disclaimed.

The Government does not contemplate any unusually hazardous risks being associated with the awarded Agreement, however, the Government will consider going forward with a request for the inclusion of specially negotiated liability provisions where an Agreement, as identified by the Government or by an Agreement Holder, may pose a risk of such nature.

## D. Termination Provisions

### 1. Termination by Mutual Agreement

This Agreement, in whole or in part, may be terminated at any time upon mutual written agreement of both Parties. In the event the Parties to this Agreement agree to terminate via mutual agreement, the Parties shall negotiate in good-faith what, if anything, is owed and due, including any applicable offset(s), prior to the Agreements under this Agreement, being terminated.

### 2. Termination for Failure to Perform

The Government may terminate this Agreement or any part hereof, or any specific project hereunder, for failure to perform. Failure to perform is defined as:

1. In the event of any material failure to perform by the Agreement Holder or any other Sub-Agreement parties under the Agreement;
2. In the event the Agreement Holder fails to comply with any material term and/or condition of the Agreement, or specific project under the Agreement, fails to comply with any material term and/or condition of the Agreement;
3. In the event the Agreement Holder fails to provide the Government, upon written request, with adequate assurances of future performance.

In the event the Government seeks to terminate for failure to perform per the above, the Government will issue to the Agreement Holder a written notification that it has failed under this Agreement, to include what failures the Government has identified and which provision for failure to perform, as outlined above, the Government seeks to move forward. The Agreement Holder shall have five (5) calendar days (should the fifth day fall upon a weekend or Government sanctioned holiday the fifth day shall be deemed the next official Government workday) to respond to the Government and/or take corrective action to mollify, mitigate, and correct the Government cited issue(s) (hereinafter “Remedial Action”). . The Government will notify the Agreement Holder if the Remedial Action is the best interest of the Government.

In the event the Agreement Holder Remedial Action mollifies, mitigates, and/or corrects the Government cited issue(s), the matter shall be deemed resolved, however, notwithstanding the preceding, the Government may move forward with termination of the Agreement, in whole or in part, under any other clause under this Section.

In the event of termination for a failure to perform, the Agreement Holder will stop work immediately, and if applicable, terminate all Sub-Agreement parties. In the event of termination for a failure to perform the Government shall only be liable to the Agreement Holder for the actual work performed to date, minus any applicable offset for the failure to perform. Further, the Agreement Holder shall be liable to the Government for any and all rights and remedies provided by law and herein due to a failure to perform. Additionally, in the event of a termination for failure to perform by the Agreement Holder, the Government will receive all rights in data and computer software as identified in this Agreement, if applicable. If it is later determined that the Government improperly terminated Agreement for failure to perform, such termination shall be deemed a general termination in the Government’s best interest..

### 3. General Termination by the Government

The Government reserves the right to terminate this Agreement, or any part hereof, or any specific project under the Agreement, in whole or in part, for its sole convenience, upon written notice to the Agreement Holder, with such written notice providing the Agreement Holder a reasonable time to execute the Government’s directives under the general termination by the Government. In the event of such termination, the Agreement Holder shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and Sub-Agreement parties to cease work, if applicable. Subject to the terms of this Agreement, the Government shall pay Agreement Holder reasonable costs, that the Agreement Holder can demonstrate to the reasonable satisfaction of the Government using the Agreement Holder’s standard record keeping system, that have resulted from the termination, which such charges shall include any costs associated with carrying out the general termination by the Government. The Agreement Holder shall be paid for any work performed or costs incurred which reasonably could have been avoided upon receipt of the general termination by the Government.

The Government and the Agreement Holder will negotiate in good faith resolution of any data rights and technical data unresolved at the time of the general termination by the Government. At the Government’s direction, this negotiation may occur upon notice of termination or after termination is effective, with such election by the Government not bearing upon or interfering with any other rights, duties and obligations of any of the Parties under the Agreement.

### 4. Limitation on Damages

In the event of any termination of this Agreement funded hereunder, by the Government, neither the Government nor the Agreement Holder shall be liable for any loss of profits, revenue, or any indirect or consequential damages incurred by the Agreement Holder contractors, Sub-Agreement parties, or customers. A Party’s liability for any damages under this Agreement are limited solely to direct damages and costs and/or fees incurred by a Party as a result of any termination of this Agreement, and subject to mitigation of such damages by a Party. In no instance shall the Government’s or the Agreement Holder’s liability for termination exceed the total amount due under this Agreement. Similarly, in no instance shall the Agreement Holder’s liability for termination exceed the total amount due by the Government to Agreement Holder under the Agreement.

# SECTION 2.0: CONFIDENTIAL INFORMATION

## A. Definitions

“Disclosing Party” means the Agreement Holder, its Sub-Agreement parties, sub-agreement parties, or the Government who discloses Confidential Information as contemplated by the subsequent paragraphs.

“Receiving Party” means the Agreement Holder, its Sub-Agreement parties, Agreement parties, or the Government who receives Confidential Information disclosed by a Disclosing Party.

“Confidential” and/or “Proprietary” information means information and materials of a Disclosing Party which are designated as Controlled Unclassified Information, Confidential, or as a Trade Secret in writing by such Disclosing Party, whether by letter or by use of an appropriate stamp or legend, prior to or at the same time any such information or materials are disclosed by such Disclosing Party to the Receiving Party. Notwithstanding the foregoing, materials and other information which are orally, visually, or electronically disclosed by a Disclosing Party, or are disclosed in writing without an appropriate letter, stamp, or legend, shall constitute Confidential Information or a Trade Secret if such Disclosing Party, within thirty (30) calendar days after such disclosure, delivers to the Receiving Party a written document or documents describing the material or information and indicating that it is Controlled Unclassified Information, Confidential, or as a Trade Secret, provided that any disclosure of information by the Receiving Party prior to receipt of such notice shall not constitute a breach by the Receiving Party of its obligations under this Paragraph. “Confidential” and/or “Proprietary” Information includes any information and materials considered a Trade Secret by Agreement Holder or by its Sub-Agreement parties, or Agreement parties, and any information and materials considered to be Controlled Unclassified Information by the Government on its own behalf or on behalf of its contractors or other third parties.

“Trade Secret” means all forms and types of financial, business, scientific, technical, economic or engineering or otherwise proprietary information, including, but not limited to, patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs or codes, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if:

1. The owner thereof has taken reasonable measures to keep such information secret; and
2. The information derives independent economic value, actual or potential, from not being generally known to and not being readily ascertainable through proper means, by the public.

## B. Exchange of Information

The Government may disclose Confidential Information to the Agreement Holder, its Sub-Agreement parties, or Agreement parties and Agreement Holder and/or Agreement parties may disclose information that is Trade Secret or Confidential Information to the Government in connection with the Agreement or performance thereunder. Neither the Government nor the Agreement Holder, its Sub-Agreement parties, or sub-agreement parties shall be obligated to transfer Confidential Information or Trade Secrets in the possession of or independently developed by the Government or Agreement Holder, its Sub-Agreement parties, and/or Agreement parties, except as required by the terms of this Agreement or another express written Contract between the Parties providing the terms and conditions for such disclosure.

## C. Confidentiality and Authorized Disclosure

The Receiving Party agrees, to the extent permitted by law, that Confidential Information and Trade Secrets shall remain the property of the Disclosing Party (no one shall disclose unless they have the right to do so), and that, unless specified in this Agreement or otherwise agreed to by the Disclosing Party, Confidential Information and Trade Secrets shall not be disclosed, divulged or otherwise communicated by it to third parties or used by it for any other purposes, other than in connection with Section 4.0: “Intellectual Property,” provided that the duty to protect such “Confidential Information” and “Trade Secrets” shall not extend to materials or information that:

1. Are received or become available without restriction to the Receiving Party under a proper, separate agreement,
2. Are not identified with a suitable notice or legend (subject to the cure procedures described in the definition of “Confidential Information” above),
3. Are lawfully in possession of the Receiving Party without such restriction to the Receiving Party at the time of disclosure thereof as demonstrated by prior written records,
4. Are or later become part of the public domain through no fault of the Receiving Party,
5. Are received by the Receiving Party from a third party having no obligation of confidentiality to the Disclosing Party that made the disclosure,
6. Are developed independently by the Receiving Party without use of Confidential and/or Proprietary Information or Trade Secrets as evidenced by written records,
7. Are required by law or regulation to be disclosed; provided, however, that the Receiving Party has provided written notice to the Disclosing Party promptly so as to enable such Disclosing Party to seek a protective order or otherwise prevent disclosure of such information.

In addition, nothing in this Agreement restricts the Government’s rights under another Government contract or agreement to use technical data, computer software, or inventions. The exercise of those rights will not be a breach of this Agreement.

# SECTION 3.0: PUBLICATION AND ACADEMIC RIGHTS

## A. Use of Information

The Government shall have the right to publish or otherwise disclose information and/or data developed by the Government and the Agreement Holder under the Agreement. The Government shall include an appropriate acknowledgement of the sponsorship of the projects by the Government and Agreement Holder in such publication or disclosure. The Government shall have only the right to use, edit, and disclose any such data and Confidential Information or Trade Secrets in accordance with the rights held by them pursuant to this Agreement. Notwithstanding the above, the Government shall not be deemed authorized by this paragraph alone to disclose any Confidential Information or Trade Secrets of the Government, Agreement Holder, or any other Agreement parties without expressed permission.

## B. Publication, Public Disclosure of Information, or Other Public Announcements

(1) Any public announcements (including, but not limited to, press releases, website postings or other public statements) by any party regarding performance under this Agreement shall be reviewed by the cognizant Agreements Officer (AO) and Public Affairs Officer.

(2) Acknowledgment of Government support will appear in any publication of any material based on or developed under this Agreement, using the following acknowledgement terms:

*“Effort sponsored by the U.S. Government under the Tradewind Project Agreement. The U.S. Government is authorized to reproduce and distribute reprints for Governmental purposes notwithstanding any copyright notation thereon.”*

(3) Every publication of material based on or developed under this Agreement must contain the following disclaimer:

*“The views and conclusions contained herein are those of the authors and should not be interpreted as necessarily representing the official policies or endorsements, either expressed or implied, of the U.S. Government.”*

# SECTION 4.0: INTELLECTUAL PROPERTY:

Success of the Tradewind initiative is dependent on the transition of intellectual property generated under the Agreement, to specific military or commercial applications. The Agreement defines the Government’s intellectual property rights for intellectual property provided by the Agreement Holder or the Agreement parties under the Project Agreement.

## A. Definitions

“Technical data” means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

“Computer software” means computer programs, source code, source code listings, object code listings, executable code, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

“Computer software documentation” means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

“Government data” means any Government data imported, exported, or created in the computer software system.

## B. Rights in Technical Data, Computer Software, and Computer Software Documentation

See license(s) defined in the Project Agreement.

## C. Data and Software Rights Assertions and Restrictive Markings

See license(s) defined in the Project Agreement.

## D. Patent Rights

Relative to patents, the following FAR and DFARS clauses are incorporated by reference: FAR 52.227-1, FAR 52.227-2, FAR 52.227-3, FAR 52.227-11, and DFARS 252.227-7038.

## E. Rights in Joint Subject Inventions

Title to a Subject Invention made jointly by a Government employee or the Agreement Holder or any Sub-Agreement parties’ employee shall be held jointly by the Government, and the Agreement Holder, and any respective Sub-Agreement party. Agreement Holder and/or any Sub-Agreement parties shall have the initial option to file a patent application on a joint subject invention at its own expense. If the Agreement Holder or the respective Sub-Agreement party declines to file or complete prosecution of a patent application, the Agreement Holder or the respective Sub-Agreement party waives co-ownership interest and agrees to assign its title to the joint subject invention to the Government.

## F. Copyright

Works Created Solely by the Agreement Holder or the respective Sub-Agreement parties: the Agreement Holder or the respective Sub-Agreement party retains all ownership to copyrights for original works of authorship created solely by Agreement Holder or the respective Sub-Agreement party employees during performance of work under this Agreement pursuant to 17 U.S.C. Chapter 4. Agreement Holder and any Sub-Agreement parties grants to the Government a perpetual, royalty-free, world-wide, nonexclusive, irrevocable, fully paid-up license to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, for Governmental purposes, any copyrighted materials developed under this Agreement, and to authorize others to do so.

# SECTION 5.0: EXPORT CONTROL

## A. Export Control and Foreign Participation

It is not anticipated that Export Control (International Traffic in Arms Regulation (ITAR) 22 CFR 120-131, or Export Administration Regulations (EAR) 15 CFR 710-744) will apply. However, it is the Agreement Holder’s and/or other Sub-Agreement parties’ responsibility to determine applicability with export control laws regulations and ensure compliance. Export control laws and regulations may apply to individual projects, depending on the nature of the project and or research.

Under no circumstances may any foreign entity (i.e. organizations, companies, or person) receive access to export controlled information unless proper export procedures have been satisfied. Foreign Participants may not participate in the any activities associated with the Project Agreement and is restricted to wholly owned US companies and legal entities. Members must be registered as a United States (US) organization and cannot be wholly owned subsidiaries of foreign companies or interests. Non-US members are required to be firewalled from all program data, technical data, IP, and access. Exceptions to this are feasible, but on a case-by-case basis when it’s in the best interest of the Government and must be approved by the AO in advance of any Agreement.

Sub-Agreement parties are responsible to be compliant with 8 USC §1324a and 8 CFR 274a.2.

Information subject to Export Control Laws/International Traffic in Arms Regulation (ITAR) Public Law 90-629, Arms Export Control Act, as amended (22 U.S.C. § 2751 et. seq.) requires that all unclassified technical data with military application may not be exported lawfully without an approval, authorization, or license under Executive Order (EO) 12470 or the Arms Export Control Act and that such data require an approval, authorization, or license under EO 12470 or the Arms Export Control Act. For purposes of making this determination, the Military Critical Techniques List (MCTL) shall be used as general guidance. All documents determined to contain export controlled technical data will be marked with the following notice:

**WARNING** - this document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., and Sec 2751, et seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., and App. 2401 et seq. Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provision of DOD Directive 5230.25.

# SECTION 6.0: OPERATIONAL SECURITY (OPSEC), SECURITY & CREDENTIALING

## A. Project Security Classification

Agreements may be Classified or Unclassified efforts. Each Agreement project will annotate the appropriate security classification when provided to the Agreement Holder and the Government.

Classification guidance for requirement - "The security level for this agreement is unclassified."

The Agreement Holder and/or other Sub-Agreement parties shall (if applicable) comply with cybersecurity safeguarding requirements outlined in the National Institute of Standard and Technology (NIST) 800-53 (when federal information systems are used) and NIST 800-171 (when non-federal information systems are used).

## B. Anti-Terrorism (AT) Level I Training.

**This direction applies to Agreement Holder and any Sub-Agreement parties employees with an area of performance within a DOD controlled installation, facility or area**. All Agreement Holder and any Sub-Agreement parties’ employees requiring access to DoD installations, facilities and controlled access areas shall complete AT Level I awareness training within 60 calendar days after project start date or effective date of incorporation of this requirement into the project, whichever is applicable. Agreement Holder and any Sub-Agreement parties shall submit certificates of completion for each affected employee and Agreement Holder and any Sub-Agreement parties’ employee, to the Project Lead or to the Agreements Officer, if a Project Lead is not assigned, within 30 calendar days after completion of training by all employees or personnel. AT Level I awareness training is available at the following website: <https://jko.jten.mil>.

## C. IWATCH Training.

**This direction only applies to Agreement Holder and any Sub-Agreement parties’ employees** **with an area of performance within an Army-controlled installation, facility or area**. Agreement Holder and any Sub-Agreement parties shall brief all employees on the local iWATCH program (training standards provided by the requiring activity ATO). This local developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the Project Lead. This training shall be completed within 60 calendar days of a project agreement and within 60 calendar days of new employees’ commencing performance, with the results reported to the Project Lead NLT 30 calendar days after project agreement award.

## D. Credentialing

The Common Access Card (CAC) shall be the principal identity credential only for those employees supporting and requiring access to DOD installations, Government leased facilities, buildings and government information systems per FAR 52.204-9.

Agreement Holder shall coordinate with its government sponsor and complete DD Form 1172-2 in order to obtain a CAC. Employees will be issued a CAC only if duties involve one of the following:

1. Require both physical access to a DOD facility and access, via logon, to DOD networks on-site or remotely;
2. Remote access, via logon, to a DOD network using DoD-approved remote access procedures; or
3. Physical access to multiple DOD facilities or multiple non-DoD federally controlled facilities on behalf of the DOD on a recurring basis for a period of 6 months or more.

Employees requiring a CAC must, at a minimum, have a favorably adjudicated National Agency Check with Inquiries (NACI) or an equivalent or higher investigation in accordance with Army Directive 2014-05. At the discretion of the sponsoring activity, an initial CAC may be issued based on a favorable review of the FBI fingerprint check and a successfully scheduled NACI at the Office of Personnel Management.

Agreement Holder and any Sub-Agreement party shall ensure that all employees clearly display the prescribed identification at all times while they are working within government facilities and performing official duties in execution of contract requirements.

Agreement Holder and any Sub-Agreement party shall account for all forms of U.S Government-provided identification credentials issued to Contractor (or their employees including Sub-Agreement party employees in connection with performance) under the contract. Agreement Holder and any Sub-Agreement party shall return such identification credentials to the issuing agency at the earliest of any of the circumstances listed below, unless otherwise determined by the U.S. Government. The Agreements Officer may delay final payment under any Sub-Agreement if Agreement Holder and any Sub-Agreement party fails to comply with these requirements. Agreement Holder and any Sub-Agreement party shall return all identification credentials when;

1. No longer needed for this Agreement’s performance.
2. Completion of any parties’ employment.
3. Any Agreement completion or termination.

If additional training is required, the guidance will be explicitly provided in the individual Sub-Agreement documentation. Each Sub-Agreement will include specific OPSEC / Security requirements. The requirements delineated within each project Agreement, in turn, shall be included in all lower-tier Agreements.

# SECTION 7.0: OTHER GENERAL TERMS

## A. Government Furnished Property (GFP): none

## B. Confidentially Agreements:

The Agreement Holder and any other Sub-Agreement parties are not allowed to execute or enforce compliance with internal confidentiality agreements or statements prohibiting or otherwise restricting those employees, contractors, sub recipients from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

## C. Continuing Obligations

The rights and obligations of the Government, Agreement Holder, and any other Sub-Agreement parties that, by their nature, will continue beyond the expiration or termination of this Agreement e.g “Limitation of Liability and Damages”, “Intellectual Property Rights”, “Financial Obligations” and related clauses, shall survive such expiration or termination of this Agreement.

## D. Exempted Information

Certain types of information submitted that has the potential for award under this Agreement are exempt from the disclosure requirements of 5 U.S.C. §552 (Freedom of Information Act FOIA) for a period of five years from the date the information is received. Specifically 10 U.S.C. §2371(i)[[1]](#footnote-2), as amended, provides that disclosure of this type of information is not required, and my not be compelled, under FOIA during that period if a party submits the information in a competitive or non- competitive process (which had the potential for award as an OT). Such information includes the following:

1. Proposal, proposal abstract, and supporting documents.
2. Business plan submitted on a confidential basis.
3. Technical information submitted on a confidential basis.

The types of information listed above may continue to be exempted, in whole or in part, from disclosure after the expiration if it falls within an exemption of the FOIA.

## E. Title and Disposition of Property

In this sub-section, “property” means any tangible personal property other than property actually consumed during the execution of work under this Agreement.

No significant items of property are expected to be acquired under this Agreement by the Agreement Holder. Title to any item of property that is acquired by the Agreement Holder pursuant to this Agreement, in performance of the Project issued to Agreement Holder, shall be vested in the Agreement Holder upon acquisition with no further obligation of the Parties unless otherwise determined by the AO.

The Agreement Holder shall be responsible for the maintenance, repair, protection and preservation of all such property at its own expense.

## F. Severability

In the event that any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provision; Provided that no such severability shall be effective if the result of such action materially changes the economic benefit of this Agreement to the Parties.

Flow-Down Articles shall be included by the Agreement Holder in lower-tier agreements, in all sub-tier contracts and/or agreements or other forms of lower-tier agreements, regardless of tier.

# SECTION 8.0: OBLIGATION AND PAYMENT

A. Obligation

The Government and/or Agreement Holder’s liability to make payments is limited only to those funds obligated under this Agreement. If a modification becomes necessary during the performance of projects, the AO and the Agreement Holder shall establish and execute a revised schedule of Payable Milestones consistent with the current project/prototype plan.

B. Sub-Agreements (if applicable)

Agreement Holder will pay the Subagreement Party within (14) days of receipt of payment from the Government. Payments to the Subagreement Party are subject to Government approval of the delivered milestone.

C. Invoicing/Payment:

The Agreement Holder shall submit invoices for processing according to the milestone payment schedule in the Project Agreement via the Procurement Integrated Enterprise Environment (PIEE) [https://piee.eb.mil](https://piee.eb.mil/) utilizing the application of the Wide Area Work Flow (WAWF) system, according to the guidelines set forth below. The WAWF system is the method to electronically process vendor invoicing and payment requests.

All payment requests shall include an invoice (Agreement Holder format is acceptable) to include at a minimum, invoice number, milestone payment number, Agreement number and email from the PM/customer stating that the milestone has been successfully completed and acceptable.

The Agreement Holder shall submit an Invoice 2-n-1 request through WAWF utilizing the specific Routing Data Table in the Agreement to fill in the applicable fields in WAWF when creating payment requests in the system.

The Agreement Holder shall include the WAWF email notifications when submitting invoices to the Points of Contacts listed in the Agreement to assure payment approvals.

# ARTICLE XI: MODIFICATIONS

Changes or modifications, in accordance with this Section and 10 U.S.C. § 4022, to this Agreement, shall be in writing and signed by the Agreements Officer (AO). The modification shall cite the subject provision to the Agreements and shall document the exact nature of the modification. No oral statement by any person shall be interpreted as modifying or otherwise affecting the terms of this Agreement. The properly signed written modification shall be attached to this Agreement and thereby becomes a part of this Agreement.

Schedule changes will be agreed upon between all parties at the engagement points identified in the Agreement. Affected Agreement and/or Sub-Agreements will be updated to reflect the agreed to schedule change.

The Agreements Officer reserves the right to make unilateral modifications (signed only by the Agreements Officer) for administrative modifications, such as changes to the line of accounting, updates to Project Points of Contacts, and/or other administrative changes that do not affect the terms and conditions of this Agreement.

**END OF TERMS**

1. Currently transitioning to 10 U.S.C. §4022 [↑](#footnote-ref-2)