

11. GENERAL PROVISIONS (Complete blank spaces and add additional general provisions as appropriate: e.g., exceptions to printed provisions, additional parties to this agreement, billing and reimbursement instructions.)

- a. The receiving components will provide the supplying component projections of requested support. (Significant changes in the receiving component's support requirements should be submitted to the supplying component in a manner that will permit timely modification of resource requirements.)
- b. It is the responsibility of the supplying component to bring any required or requested change in support to the attention of See BLOCK 6. prior to changing or cancelling support.
- c. The component providing reimbursable support in this agreement will submit statements of costs to: _____
- d. All rates expressing the unit cost of services provided in this agreement are based on current rates which may be subject to change for uncontrollable reasons, such as legislation, DoD directives, and commercial utility rate increases. The receiver will be notified immediately of such rate changes that must be passed through to the support receivers.
- e. This agreement may be cancelled at any time by mutual consent of the parties concerned. This agreement may also be cancelled by either party upon giving at least 180 days written notice to the other party.

11.e. statement continued at 13.1.(6) Effective Date and Termination

- f. In case of mobilization or other emergency, this agreement will remain in force only within supplier's capabilities.
- g. BILLING: Receiving activity will fund charges via an established work breakdown structure (WBS) in General Fund Enterprise Business System (GFEBS). If Receiving activity is unable to fund charges via WBS, a DD Form 448, Military Interdepartmental Purchase Request (MIPR), and/or equivalent form, will be forwarded to 106th SIGNAL BRIGADE, RESOURCE MANAGEMENT, ATTN: COMPTROLLER, 2406 GUN SHED ROAD, SUITE 3027, FORT SAM HOUSTON, TX 78234-1248, authorizing reimbursable service charges to the Receiver's appropriation. All MIPRs must include the following: category of support, dollars obligated, SA number, billing office address, accounting classification/account number, and period funds are available. COSTS: All costs identified in this agreement are estimated based on usage data and cost models. The costs will be in accordance with DODI 4000.19, to ensure continued accuracy of estimated reimbursement. The reimbursable costs should be provided by the Receiver on the appropriate resource document. The Supplier will bill the Receiver for estimated costs by voucher on an annual, up front and in full basis, with actual cost reconciliation occurring in the third/fourth quarter of the fiscal year. POCs: (Name/Phone/Email/Office Symbol) Supplier: Irether J. Gaines, Irether.j.gaines.civ, 210-221-5132; Receiver:
- h. Reimbursable service funding may be used in a direct capacity when in conjunction with an IT Service Contract; funding used in this manner is non-refundable. All other reimbursable service funding, if not utilized by the service provider will be refunded back to the customer. Provider reimbursed service begins no earlier than the effective date of this SA/SLA and no later than confirmation from the service provider resource manager that adequate funds have been received from the above named customer and made available to the Provider for this service.

Continued at 13. ADDITIONAL PROVISIONS

ADDITIONAL GENERAL PROVISIONS ATTACHED: ☐ YES ☒ NO

12. SPECIFIC PROVISIONS (As appropriate: e.g., location and size of occupied facilities, unique supplier and receiver responsibilities, conditions, requirements, quality standards, and criteria for measurement/reimbursement of unique requirements.)

SERVICE DECLARATIONS AND TARGETS (PERFORMANCE MEASURES)

Performance standards will serve as the guideline for quality service delivery to the customer by the Service Provider; Availability, Response Time, Reliability, Resolution, Capacity, Workload, and Other, as required.

Performance Measures: The following provides the performance measures associated with the services being provided to the customer by the service provider. Service Performance reports will be provided within the current supplying organization's capabilities.

Service Provider Hours of Operation: For each optional service selected, the provider will negotiate with the supported organization the hours that each service is required. Hours of operation are from 0700-1700, Monday through Friday excluding Federal Holidays.

ADDITIONAL SPECIFIC PROVISIONS ATTACHED: ☒ YES ☐ NO

13. ADDITIONAL PROVISIONS *(Use this space to continue general and/or specific provisions, as needed.)*

i. Definitions. (1) Receiver, Receiving Activity or Customer. The organization/unit receiving the requested C4IM service. (2) Supplier, Supplying Activity, or Service Provider. The organization/unit supplying the requested C4IM services. (3) Information Technology (IT). Any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency. For purposes of the preceding sentence, equipment is used by an executive agency if the equipment is used directly or is used by a contractor under a contract with the executive agency, which 1) requires the use of such equipment; or 2) requires the use, to a significant extent, of such equipment in the performance of a service or the furnishing of a product. The term "information technology" also includes computers, ancillary equipment, software, firmware, and similar procedures, services (including support services), and related resources. The term "information technology" does not include any equipment that is acquired by a Federal contractor incidental to a Federal contract. (Reference 40 USC Subtitle III (Clinger-Cohen Act of 1996).) (4) Information Management (IM). Planning, budgeting, manipulating, and controlling information throughout its life cycle.

j. General Clauses:

(1) Pre-Conditions. Both parties agree that nothing in this agreement will take precedence over prescribing ordinances, such as Federal Government, DoD, Army, or local statutes, laws, directives, regulations, best business practices (BBP), acquisition rules, and other policies and guidance that may impact the delivery of C4IM services by the Service Provider.

(2) Federal Mandates/Army Regulations: Monitor customer utilized services and respond to the Clinger-Cohen Act, Government Performance Results Act, Congressional Inquiries, Service-related Federal mandates, and pertinent regulations as required.

(3) Exclusions. New or changing standards, technology, or mission requirements: Those IM/IT-related services or matters not specifically described in this SA/SLA are not automatically excluded from being managed or reviewed by the Service Provider, prior to having them performed outside of this SA/SLA. Those services or matters either inadvertently excluded or necessitated by new or changing standards, technology, or mission requirements may impact this SA/SLA. The Receiver must consult with the Service Provider to determine if the required services or matters can be added.

(4) Problem Resolution and Arbitration. Every attempt shall be made to resolve problems between the Service Provider and Receiver regarding this SA/SLA. Issues that cannot be resolved between the Service Provider and Receiver shall be escalated to the SA/SLA approving authorities for resolution. However, in the event of failure of the two parties to agree, problem resolution shall be referred to the first level of authority over both parties.

(5) Reviews, Renewals and Revisions. Parties will review support agreements when changing conditions or costs may require substantial modification to or termination of the agreement. Support agreement modifications that substantially affect resource requirements and estimated reimbursements should be made in conjunction with the Planning, Programming, Budgeting, and Execution process to permit appropriate resource adjustments. Each party to a reimbursable support agreement will annually review the agreement for financial impacts. DoD Components will review each of their support agreements triennially in its entirety, and document each review in accordance with Component procedures. All support agreements will have an expiration date not to exceed nine years from the date they are signed by both parties. If an agreement is to remain in effect after the 9-year period, it can be resigned in conjunction with the third triennial review or the last required review prior to a lesser agreed upon expiration date. A party to a support agreement that involves reimbursement may unilaterally terminate that agreement prior to the expiration date only with sufficient advance notification, a minimum of 180 days, to permit appropriate resource adjustments to be made during the budget formulation process. If a support agreement that involves reimbursement or resources must be significantly modified or unilaterally terminated with less than 180 days' notice to the other party or parties to the agreement, the party requiring the modification or termination may be billed by the supplier for reimbursement of unavoidable termination expenses incurred up to 180 days following the written notification. Support agreements that do not involve reimbursement may be terminated prior to the expiration date as may be provided for in the agreement.

(6) Effective Date and Termination. This SA/SLA becomes effective upon signature of the DD Form 1144 by both approving authorities and receipt of funding document. It will remain in effect until amended, revised, superseded, or canceled. If this agreement must be terminated unilaterally or suspended with less than 180 days notice from either party, the terminating party may be billed by the non-terminating party for reimbursement of unavoidable termination and recouping of expenses incurred during the 180-day period following notification. In the event the receiver terminates funding for a recurring reimbursable service that involves the hiring of DA Civilians or Contractors, the receiver will be responsible for all applicable severance pay/placement costs associated with the terminated personnel positions.

(7) Crisis Impact and Outages. The Service Provider shall alert the Receiver of any staff changes or additional crisis/wartime support requirements implemented that might affect service delivery/performance. The Service Provider shall provide notice to the Customer prior to each scheduled service interruption outside of the maintenance window. The Service Provider shall ensure that the Customer receives prompt notice of unplanned interruptions and their duration, if known. Scheduled upgrades to devices and applications shall be performed outside of normal duty daytime periods or during scheduled interruptions, to minimize disruption. Notification will be provided to the receiver or designated representative via email at least 24 hours prior to the outage, with the exception of emergency situations in which notice cannot be provided.

(8) Customer Restructuring. Plans for organizational restructuring must be provided to the Service Provider at least 30 days prior to the finalization of the fiscal year SA/SLA. If adequate notification is not received, the customer is responsible for negotiating cost transfers with the other tenants affected.

(9) Reporting Requirements. The Service Provider shall provide the Customer at a minimum quarterly status reports on services being provided.

(10) Risk Management Framework (RMF) Accreditation. The Customer shall be responsible for preparing the RMF package and/or supporting RMF documentation (e.g., Tenant Security Plan), as necessary. The customer is required to review the RMF documentation with the NEC Information Assurance Division on a semi-annual basis or whenever there is an infrastructure change that may affect the RMF.