

**Department of the Navy
Commercial Acquisition Department, Bldg. 11
Naval Undersea Warfare Center Division Newport
Code 5913, Simonpietri Drive
Newport, RI 02841-1708**

**WORK FOR PRIVATE PARTIES AGREEMENT
(10 USC 2539b)**

1. CUSTOMER		2. AGREEMENT NUMBER:	
POC Name: POC Phone: POC FAX: POC E-mail		3. EFFECTIVE DATE: Date of Award (See block 16) to	
		4. INSERT COMPANY P.O. NUMBER : (IF APPLICABLE)	
		5. ESTIMATED COST:	
		6. SUPPLIES / SERVICES TO BE FURNISHED (BRIEF DESCRIPTION):	
7. INFORMATION CLASSIFICATION AND HANDLING: <input checked="checked" type="checkbox"/> UNCLASSIFIED <input type="checkbox"/> CONFIDENTIAL <input type="checkbox"/> SECRET <input type="checkbox"/> TOP SECRET		8. ATTACHMENTS MADE A PART OF THIS AGREEMENT: Attachment #1, Statement of Work	
9. GOVERNMENT POC:	PHONE 401-832-	FAX 401-832-4820	E-MAIL @npt.nuwc.navy.mil
10. DISTRIBUTION: Customer (1), Code (1), Code 021 P. Jordan (1), 00OC (1)			
11. CUSTOMER (Signature of person authorized to sign)		12. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
13. NAME & TITLE OF SIGNER (Type or Print)	14. DATE	13. NAME & TITLE OF SIGNER (Type or Print)	14. DATE

WORK FOR PRIVATE PARTIES AGREEMENT

In recognition that this effort is in the best interest of the Department of the Navy and , hereinafter referred to as the "Buyer," this cost type Work Agreement, N66604-01-W-, is issued to the Naval Undersea Warfare Center Division, Nenort, Newport, RI, hereinafter referred to as the "Seller," to provide , in accordance with the terms and conditions stated herein, at an estimated cost of \$.

1. SCOPE OF WORK

This agreement is to provide services in accordance with the Statement of Work (Attachment #1) from date of award through the Estimated Completion Date of . Security requirements as applicable are in accordance with the attached Contract Security Classification Specification, DD form 254.

2. WORK AGREEMENT FUNDING LIMITATION

Cost to the Buyer is estimated at \$, based on the specific requirements within the scope of Attachment #1. Government cost shall include all direct and indirect costs to recover the total costs to the Government, including, as necessary, travel expenses and the costs of transportation of any material or equipment received or shipped incidental to the performance of the statement of work efforts.

3. LIMITATION OF COST

(a) The Parties agree that this is a fully funded cost reimbursement Work Agreement for efforts set forth in this document.

(b) The Parties estimate that performance should not cost Buyer more than the estimated amount specified above. The Seller agrees to use its best efforts to perform the work specified above and satisfy all obligations under this Work Agreement within the estimated amount.

(c) The Seller shall not continue performance under this Work Agreement (including action under the termination clause of this Work Agreement) or otherwise incur costs in excess of the funded amount, until the Buyer provides the additional funding.

(d) If the estimated amount of this Work Agreement is increased, any costs the Seller incurs before the increase that are in excess of the previously estimated amount shall be allowable to the same extent as-if incurred afterward.

(e) Since this is a fully funded Work Agreement and the buyer has paid the Seller in advance, any funds not consumed or expended shall be returned to the Buyer.

(f) If this Work Agreement is terminated or if performance requires additional funding and additional funding is not provided, the parties shall negotiate an equitable distribution of all property produced or purchased under the Work Agreement.

4. ADVANCE PAYMENT

Prior to Seller starting work, the Buyer shall provide advance payment for the total estimated amount of the Work Agreement. Payment shall only be made by cashier's check, certified check, bank money order, or postal money order. Seller shall not start work until such time as payment is received.

Make Payable to: Treasurer of the United States

Payment should be forwarded to:

Naval Undersea Warfare Center Division Newport
Attn: Code 021
Building 1176
1176 Howell Street
Newport, RI 02841

5. PERFORMANCE

(a) Performance shall take place at.

(b) The government will not disclose the results of tests performed in the government testing facility without the consent of the entity for whom the tests are performed.

(c) Buyer recognizes that Seller cannot promise or guarantee a time of completion for performance of specific requirements but that Seller's best efforts will be used to complete efforts within the Buyer's required schedule. Performance of this effort must not interfere with Seller's mission or Seller's work for the Department of Defense. The Seller retains the right to cancel in whole or in part or to suspend performance at any time if the National Interest so requires.

6. WARRANTIES/LIABILITIES

(a) The Seller provides no warranty or guarantee, express or implied, regarding the items sold pursuant to this Work Agreement.

(b) The Seller shall not be liable for any damage whether direct or consequential arising out of, or in connection with this effort.

(c) The Buyer shall not advertise or claim that the services performed by the Seller contain a warranty or constitute endorsement of a service, product, company, corporation, person or entity of any kind for any purpose whatsoever.

7. TERMINATION

Either party may terminate this Work Agreement at any time by written notice to the other party. Buyer shall reimburse Seller for all costs incurred by Seller if this Work Agreement is terminated before the service is completed or articles are delivered.

8. DISPUTES

Any dispute arising under this Agreement, which is not disposed of by agreement of the parties, shall be decided by the Contracting Officer who shall reduce the decision to writing and furnish a copy of the decision to the Customer Point of Contact (Refer to Page 1, Block 1). The decision shall be final unless within B calendar days from date of receipt of the decision, the customer furnishes the Chief of the Contracting Office, NUWCDIVNPT with a request for reconsideration. The reviewing official will review the record and render a final decision. A copy of the final decision will be provided to the Customer.

9. MISHAP INVESTIGATIONS

In the event of any mishap resulting in the loss, damage or destruction to property and/or facilities used in the performance of this Agreement, the customer agrees to provide technical support for any investigation to assess the cause. Both parties agree that the report will be held confidential to the degree allowed by applicable laws.

10. NON-WAIVER

No failure by the Buyer to assert its rights under any provision of this agreement or failure of the Seller to perform any provision of this contract shall be effective as a waiver thereof unless consented to in writing by the Buyer, nor shall any such waiver constitute an advance waiver of any other provision or failure to perform.

11. INDEMNITY AGREEMENT

In consideration of the Naval Undersea Warfare Center Division, Newport selling the hereinafter described articles or services, the Buyer agrees on behalf of itself and its successors in interest or assignees to indemnify and hold the United States harmless against all suits, actions, claims, costs, or demands for damages for death or injury to any person or damage or loss of any property arising out of or resulting from or in connection with the articles or services to be sold, except in cases of willful misconduct or gross negligence. The Buyer hereby waives any and all claims which, but for this waiver, it may have or which it may hereafter acquire against the United States Government arising out of or resulting from or in connection with the articles or services to be sold.

12. NON-COMPETITION

The articles or services required hereunder do not constitute undue competition with the private sector.

13. OTHER INFORMATION

- (a) The Work Agreement, the terms and conditions contained herein and all documents- attached or referenced in it, represent the terms and conditions between the parties and no other terms and conditions are acceptable unless formally negotiated in writing and signed by both parties.
- (b) This Work Agreement is subject only to the laws of the United States.
- (c) Any part of this Work Agreement that is determined to be illegal under the laws of the United States shall be considered void. However, the invalidity in whole or in part of any provisions hereof, shall not affect the validity of any other provisions.
- (d) The Contractor is reminded of its obligation to otherwise comply with applicable laws, regulations and restrictions and to obtain all necessary approvals and licenses from the appropriate U.S. Government agency prior to providing, selling or exporting information, services and supplies relating to U.S. defense technology.
- (e) Notwithstanding any of the other provisions of this contract, the Seller shall conduct this acquisition in conformance with Interim Draft Department of Defense Guidance Implementing 10 U.S.C. 2539b, "Authority to Sell", signed by the Under Secretary of Defense Paul G. Kaminski, and effective on 17 APR 1997.

COMPETITION STATEMENT (10 U.S.C. 2539)

The Naval Undersea Warfare Center Division, Newport is requested to provide the following:

To the best of my knowledge and belief, the Naval Undersea Warfare Center Division, Newport's provision of the aforementioned services would not constitute undue competition with the private sector because:

In witness thereof, I have hereunto subscribed my name as an official duly authorized to represent and act on behalf of the Purchaser for the purpose of certifying whether the provision of the services, information, or articles would constitute undue competition with a commercial source in the United States.

Purchaser

Name

Signature

Position/Title

Date

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

(APPLIES TO BOTH 10 U.S.C. 2553 AND 10 U.S.C. 2539B)

To the best of my knowledge and belief, the Naval Undersea Warfare Center Division, Newport's provision of the aforementioned services would not constitute undue competition with the private sector because: In consideration of the Naval Undersea Warfare Center Division, Newport selling the hereinafter described articles or services, the Buyer agrees on behalf of itself and its successors in interest or assignees to indemnify and hold the United States harmless against all suits, actions, claims, costs, or demands for damages for death or injury to any person or damage or loss of any property arising out of or resulting from or in connection with the articles or services to be sold, except in cases of willful misconduct or gross negligence. The Buyer hereby waives any and all claims which, but for this waiver, it may have or which it may hereafter acquire against the United States Government arising out of or resulting from or in connection with the articles or services to be sold.

This agreement applies to the following information, articles and or services:

In witness whereof, I have hereunto subscribed my name as an official duly authorized to represent and act on behalf of the Buyer for the purpose of entering into this agreement.

Buyer:

Name

Signature

Position/Title

Date