

United States Government
Interagency Agreement (IAA) – Agreement Between Federal Agencies
General Terms and Conditions (GT&C) Section

IAA Number _____ - 0000 - _____
GT&C # Order # Amendment/Mod #

13. Restrictions (Optional) (State and/or attach unique requirements and/or mission specific restrictions specific to this IAA).

14. Assisted Acquisition Small Business Credit Clause (The Servicing Agency will allocate the socio-economic credit to the Requesting Agency for any contract actions it has executed on behalf of the Requesting Agency.)

15. Disputes: Disputes related to this IAA shall be resolved in accordance with instructions provided in the Treasury Financial Manual (TFM) Volume I, Part 2, Chapter 4700, Appendix 10; Intragovernmental Business Rules.

16. Termination (Insert the number of days that this IAA may be terminated by written notice by either the Requesting or Servicing Agency.)

If this agreement is canceled, any implementing contract/order may also be canceled. If the IAA is terminated, the agencies shall agree to the terms of the termination, including costs attributable to each party and the disposition of awarded and pending actions.

If the Servicing Agency incurs costs due to the Requesting Agency's failure to give the requisite notice of its intent to terminate the IAA, the Requesting Agency shall pay any actual costs incurred by the Servicing Agency as a result of the delay in notification, provided such costs are directly attributable to the failure to give notice.

17. Assisted Acquisition Agreements – Requesting Agency's Organizations Authorized To Request Acquisition Assistance for this IAA. (State or attach a list of Requesting Agency's organizations authorized to request acquisition assistance for this IAA.)

18. Assisted Acquisition Agreements – Servicing Agency's Organizations authorized to Provide Acquisition Assistance for this IAA. (State or attach a list of Servicing Agency's organizations authorized to provide acquisition for this IAA.)

19. Requesting Agency Clause(s) (Optional) (State and/or attach any additional Requesting Agency clauses.)

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20. Servicing Agency Clause(s) (Optional) (State and/or attach any additional Servicing Agency clauses.)

21. Additional Requesting Agency and/or Servicing Agency Attachments (Optional) (State and/or attach any additional Requesting Agency and/or Servicing Agency attachments.)

22. Annual Review of IAA

By signing this agreement, the parties agree to annually review the IAA if the agreement period exceeds one year. Appropriate changes will be made by amendment to the GT&C and/or modification to any affected Order(s).

AGENCY OFFICIAL

The Agency Official is the highest level accepting authority or official as designated by the Requesting Agency and Servicing Agency to sign this agreement. Each Agency Official must ensure that the general terms and conditions are properly defined, including the stated statutory authorities, and, that the scope of work can be fulfilled per the agreement.

The Agreement Period Start Date (Block 5) must be the same as or later than the signature dates.

Actual work for this IAA may NOT begin until an Order has been signed by the appropriate individuals, as stated in the Instructions for Blocks 37 and 38.

23.	Requesting Agency	Servicing Agency
Name		
Title		
Telephone Number(s)		
Fax Number		
Email Address		
SIGNATURE		
Approval Date		

**General Services Administration (GSA)
HSPD-12 Managed Service Office
Interagency Agreement**

Terms and Conditions

This document constitutes an Interagency Agreement (IA) with the Managed Service Office (MSO) and the (client agency name) which governs their relationship in work to be performed by the Managed Service Office for the client. The IA identifies the client's bona fide need.

1.1 Amendment of Agreement

This IA can only be modified by mutual agreement between the Managed Service Office and the client in the form of a formal Interagency Agreement Amendment (IAA).

1.1.1 Recurring Services

The MSO will provide FIPS 201 compliant services such as enrollment, issuance, card printing, PKI certificates, card finalization, and maintenance of identity accounts. Products and services available may include but are not limited to the following:

- PIV II Credentials with or without 125MHz coil
- PIV-I Credentials
- Monthly Identity Account maintenance
- Replacement cards
- Activation Station – maintenance/annual
- Configured PIV II test card
- Expedited Handling
- Agency adhoc reports
- Technical support services

Pricing of specific services will be based on the latest MSO schedule of pricing. Customer billings will be generated and processed on a monthly basis.

1.1.2 Specific project

If this IA is used in support of specific projects or tasks that go beyond the Recurring Services described in section 1.1.1, an Amendment shall not be used to extend or modify the client requirement(s). Rather, the process outlined in sections 1.1.2.1 and 1.1.2.2 shall be followed. If an amendment is required (e.g., in the case of a change of scope), all outstanding Projects under the original IA will continue in force unless explicitly canceled or modified by the amended IA.

1.1.2.1 Project Plans

The specifics of the work to be performed under this Agreement to meet the client's identified requirement(s) can be contained in one project or multiple sub-projects or accounts issued under this IA. Each sub-project or account will include the detailed specification of key deliverables to be produced; a schedule for these deliverables and for other critical milestones of significance to the client; the total estimated cost for that sub-project; specification of materials, data, and other forms of support from the client required by the MSO; and security requirements.

All projects, sub-projects, or accounts that are or become part of this Agreement are in support of the requirements in Part I and are subject to the limitations in scope identified in Part I, Box 10 of this IA agreement. Projects or sub-projects are incorporated as part of the IA in Part II of the IA coversheet.

1.1.2.2 Project Element Change Notices

A Project Change Notice (PCN) will be required to change the statement of work or to revise cost estimates. In no case will a PCN be issued that is outside the scope of the requirements established in this IA.

1.2 Reserved

1.3 Reserved

1.4 Contractor Support

The MSO has contracts with contractors to support MSO's clients. The MSO will assume full responsibility for:

- Awarding and administering all contracts/delivery orders/task orders issued to contractors.
- Directing and monitoring the contractors' work, providing technical assistance and advice to the contractors, attending status meetings, and conducting detailed reviews of all deliverables.

The MSO may request client assistance and participation for the activities listed above.

1.5 Procurement Sensitivity

The client understands that the contents of this IA and any related Interagency Agreement Amendments (IAAs), may be **procurement sensitive** and certifies that, to the extent permitted by law, (1) the contents of this IA and related IAAs will not be disclosed, published, divulged, released, or made known, in any manner or to any extent, to any individual other than an appropriate or authorized Government employee; and (2) such contents will be handled under the client's directives and policies governing the disclosure of **procurement sensitive** information.

1.6 Confidentiality and Freedom of Information Act Requests

The MSO's policy is to maintain strict confidentiality with its clients. The fact that an agreement has been executed between the MSO and a client is considered public information. The general requirements and objectives addressed in that agreement are considered public information. The MSO's position regarding the Freedom of Information Act (FOIA) requests made to the MSO is:

- The MSO will not release, to outside parties, reports or other documents produced as deliverables under our Agreement with the client. Instead, we will refer such requests to the agency with which we have the Agreement. We believe that referring the request to client agencies significantly improves the ability of the Government to determine releasability.
- The MSO will release copies of agreements between the MSO and the client agency, but will delete dollar amounts and any specific task descriptions that could provide a private firm an unfair competitive advantage if appropriate pursuant to FOIA Exemption 4.

1.7 Security

1.7.1 Security - Personnel

The MSO personnel and contractors assigned to this project may require access to classified information as indicated in each Project. Clients should specify special security requirements as early as possible to enable coordination with appropriate security offices.

1.7.2 Security – Network connectivity and Client Agency Practices

An Interconnection Security Agreement, if applicable, will be formulated and negotiated under separate cover, signed by the responsible representatives of GSA and the client agency. In addition, MSO clients will adhere to the GSA HSPD-12 Shared Services Solution Registration Practices Statement.

1.7.3 Security – Information in Identifiable Form

Information in identifiable form (personal data) provided by the client to the MSO will be secured in accordance with the MSO's relevant Privacy Impact Assessment.

1.8 Funding

1.8.1 Acquisition Services Fund

The MSO derives its financing from the Acquisition Services Fund, a revolving fund established under the authority of 40 U.S.C. 321. The MSO services provided under this Agreement are governed by 40 U.S.C. 501 rather than the Economy Act. The existence of a defined requirement (bona fide need) at the time this IA is executed forms the basis for the incurring and recording of a financial obligation on the part of the client. This obligation likely remains in force across fiscal year boundaries until the specified services are delivered or the Agreement is rescinded by the signatories. The funds so obligated by the client likely do not have to be deobligated at the end of a fiscal year as they would have been if subject to the Economy Act. The client should ensure that any financial obligation incurred under this Agreement is properly recorded so that the funds are available to pay for

the MSO services for the duration of this Agreement. Client's failure to provide timely and adequate funding as required under the IA may be deemed a cancellation and terminated accordingly.

1.8.2 Agreement Charges

All MSO work and travel supporting specific projects or tasks (see section 1.1.2) will be performed on a cost reimbursable basis. Accumulated personnel time will be billed monthly at the hourly rates in effect at the time the hours are worked. All project-related contractor expenses will be billed at actual cost, plus a transaction fee for each contract action. The MSO may assess a monthly maintenance fee to cover the cost of financial administration of this project. These expenses are chargeable to the Project or sub-Project(s).

1.8.3 Contract Protests, Claims and Resolicitation Costs

The client agrees to reimburse the GSA Acquisition Services Fund for costs incurred by the MSO in support of any and all protests, claims and resolicitation costs resulting from acquisitions conducted on the client's behalf. Additionally, in the event that litigation ensues in connection with challenges to the award of a solicitation issued on behalf of the client, the client may be responsible for costs related to or arising from that litigation. Protests, Claims and Resolicitation costs include amounts incurred for Alternative Dispute Resolution and Settlement, to the extent applicable. The client also agrees to reimburse MSO for reasonable costs incurred by MSO in support of any and all protests and re-solicitation resulting from acquisitions conducted on the client's behalf. These costs shall include amounts incurred for Alternative Dispute Resolution and Settlement, to the extent applicable. The above costs are limited to the amount of the obligation.

1.8.4 Termination Costs

The client agrees to reimburse the GSA Acquisition Services Fund for any and all termination costs determined by the MSO to be reasonable, allowable, and applicable in accordance with pertinent statutes and regulations and incurred by the MSO in implementing a termination decision and any and all administrative costs incurred by the MSO in implementing the termination(s) in the event it becomes necessary to terminate, by reason of Default or Convenience to the Government, any contract awarded or delivery order issued by the MSO as a result of this Agreement.

1.8.5 Delay/Cancellation Charges

Should it be necessary for the client to cancel this Agreement, either in its entirety or in part, or should the client request that work already scheduled by the MSO under an existing Project or sub-project be deferred, the MSO is authorized to bill the client for:

- Any direct costs already incurred by the MSO in support of this Agreement which cannot be similarly canceled or deferred (e.g., contracts and subcontracts for vendor services);
- termination costs; and
- reasonable costs incurred in relation to or in connection with Disputes and Protests.

Such notification must be received in writing at least 30 calendar days prior to the effective date of the requested cancellation before MSO management will take action to discontinue or defer support to an active client project or recurring services that are being provided.

1.8.6 Interpretation of IA

If MSO and the client are unable to agree about a material aspect of this IA, the parties agree to engage in an effort to reach mutual agreement in the proper interpretation of this IA, including modification or amendment of this IA or other agreements, as necessary, by escalating the dispute within their respective organizations. If a dispute about this IA remains unresolved for more than 60 calendar days after the parties have engaged in an escalation of the dispute, the parties agree to refer the matter to their respective Agency CFOs with a recommendation that the parties submit the dispute to the CFO Council Intergovernmental Dispute Resolution Committee for review in accordance with Section VII of Attachment 1 to the Treasury Financial Manual, Volume 1, Part 2, Chapter 4700, Appendix 10, Subject: Intergovernmental Business Rules. The parties agree to abide by any determination made by the Committee and act accordingly.

1.8.7 Billing Procedure

The MSO's standard billing procedure is to submit a monthly billing request to the GSA Office of Finance. The Accounts Receivable Branch of the FAS Office of the Controller will bill the client. These billings must be paid promptly as rendered, without pre-audit or receipt verification. Any discrepancies noted after payment will be adjusted on subsequent billings.

1.8.7.1 Insufficient Funds

It is the clients' responsibility to monitor the status of funds for services requested from the MSO. Should the client expend all funds committed to the IA, the MSO will notify the client prior to depletion date, requesting that the client submit additional funding via the Financial Addendum. If the client does not apply additional funds that allow for the current MSO billings to be paid promptly as rendered, the MSO reserves the right to begin suspending the PIV accounts and privileges of the client agency's role holder positions. Suspension of role holders will begin 5 days following the MSO submission of IPAC information to the GSA Office of Finance. Should the client fail to provide an Addendum after 30 days following the first missed IPAC deadline, the MSO reserves the right to begin the process of out-boarding the client via the suspension of *all* PIV accounts held by the client.