

Special Studies Authority Agreement Checklist – Non-Federal Partner  
15 U.S.C. § 1525 (first paragraph)

1.  Does the agreement identify the parties to the agreement?
  2.  Does the agreement include a unique agreement number?
  3.  Does the agreement cite the Special Studies Authority as the authority for your operating unit to retain reimbursement for the services it will provide pursuant to this agreement?
  4.  Does the agreement cite the “programmatically” authority by which the operating unit is authorized to undertake the contemplated activity?
  5.  If the other party to the agreement is a Federal agency, does the agreement cite the “programmatically” authorities permitting the other agency to undertake the contemplated activity?
  6.  Does the agreement describe the terms and conditions under which the contemplated activities will be completed? In particular:

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    - a.  Does the agreement include a clear and specific description of the tasks to be completed and deliverables to be provided for the total amount of funds to be transferred?
    - b.  Does the agreement state that the operating unit will receive payment for all of its actual costs in advance of providing the deliverables specified in the agreement?
    - c.  Does the agreement state the total estimated cost for which the operating unit will receive payment?
    - d.  If the agreement is with a non-Federal partner, does the agreement include a provision stating that performance by the Department operating unit is subject to the continued availability of funds?

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  7.  Does the agreement include a termination date?
  8.  Does the agreement include a provision permitting either party to unilaterally cancel/terminate the agreement with advance written notice?
  9.  Does the agreement contain a provision regarding the payment of early termination costs?
  10.  Does the agreement contain a dispute resolution provision that provides for resolution of funding and other disputes?
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11.  Does the agreement provide the names and contact information for both administrative/financial and technical/program contacts for each party?
  12.  Does the agreement contain signature lines for each party?
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