

Customer's Guide to Technology Support Agreements with the Edgewood Chemical Biological Center



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INTRODUCTION

The Edgewood Chemical Biological Center (ECBC) has many unique facilities, services and equipment which can be made available to private entities for testing, training, and other appropriate uses via a Technology Support Agreement (TSA). This handbook provides guidance and instructions for requesting support from ECBC through a TSA.

Descriptions of ECBC's unique facilities are available on our website: www.ecbc.army.mil .

Any questions regarding TSAs should be addressed to the ECBC Technology Transfer Office at 410-436-4438/5391. Inquiries can also be sent by E-mail to our mailbox, usarmy.APG.ecbc.mbx.technical-outreach@mail.mil.

WHAT ARE THEY?

Technology Support Agreements provide:

- at a prescribed fee
- to any person or entity
- the services of any government laboratory, center, or other testing facility for the testing of materials, equipment, models, computer software, and other items

— *and* —

- make available facilities, services, and equipment of any government laboratory, research center, or range
- through leases, contracts, or other appropriate arrangements
- *IF* the facilities, services, and equipment provided will not be in direct competition with the domestic private sector

AUTHORITY

The statutory authority for TSAs reads as follows:

10 U.S.C. Sec. 2539b. Availability of Samples, Drawings, Information, Equipment, Materials, and Certain Services

(a) Authority — The Secretary of Defense and the Secretaries of the military departments, **under regulations prescribed by the Secretary of Defense** and when determined by the Secretary of Defense or the Secretary concerned to be in the interest of national defense, may each —

(1) sell, rent, lend, or give samples, drawings, and manufacturing or other information (subject to the rights of third parties) to any person or entity;

(2) sell, rent, or lend government equipment or materials to any person or entity —

(A) for use in independent research and development programs, subject to the condition that the equipment or material be used exclusively for such research and development; or

(B) for use in demonstrations to a friendly foreign government; and

(3) **make available to any person or entity, at an appropriate fee, the services of any government laboratory, center, range, or other testing facility for the testing of materials, equipment, models, computer software, and other items; and**

(4) **make available to any person or entity, through leases, contracts, or other appropriate arrangements, facilities, services, and equipment of any government laboratory, research center, or range, if the facilities, services, and equipment provided will not be in direct competition with the domestic private sector.**

(b) Confidentiality of Test Results — **The results of tests/other support performed under subsection (a)(3) are confidential and may not be disclosed outside the Federal Government** without the consent of the persons for whom the tests support are performed.

(c) Fees — Fees made available under subsection (a)(3) and (a)(4) shall be established in the regulations prescribed pursuant to subsection (a). Such **fees may not exceed the amount necessary to recoup the direct and indirect costs involved**, such as direct costs of utilities, contractor support, and salaries of personnel that are incurred by the United States to provide for the testing.

(d) Use of Fees — Fees received under subsections (a)(3) and (a)(4) may be credited to the appropriations or other funds of the activity making such services available.

(boldface added for emphasis)

AUTHORITY

Interim DOD Guidance Implementing 10 U.S.C. 2539b was issued 17 April 1997:

The recipient of these services must agree in writing that, "**the government shall not be liable** for any damage whether direct or consequential."

The recipient must also agree to indemnify and hold harmless the U.S. Government for "any loss, claim, damage, or liability of any kind arising out of or in connection with property or services so provided."

Furthermore, such services must represent "**no undue competition with the private sector**".

(boldface added for emphasis)

Important Points to Remember:

- ✓ **Test/other support results are to be considered confidential.**
- ✓ **Fees may not exceed direct and indirect costs.**
- ✓ **The Government will not accept any liability.**
- ✓ **The Government will not compete with private sector facilities.**
- ✓ **The Government has no share in intellectual property.**

TSA DOCUMENTS

A TSA consists of a cover letter, the template pages, and a statement of work with cost estimate.

The **cover letter** should include the customer's letterhead and be signed by an authorized representative of the customer. The letter should include the dates the customer wishes the proposed testing/other support to be performed. Finally, the cover letter should represent and warrant to ECBC that:

- there is no non-Governmental organization known to customer that presently has facilities, equipment, or other laboratory services that are commercially available to perform the required test and/or test services, facility use, services, or equipment use that are of comparable quality, and;
- the request for ECBC to provide the support is necessary as the test(s) or test services, facility use, services, or equipment use to be provided by ECBC require the use of specialized or unique equipment, facilities, methodology, and/or expertise of personnel located at ECBC.

An example of a cover letter is provided at Figure 1.

The **template** requires the customer to provide contact information; the nature of the test and item to be tested; or the specific service, facility, or equipment required; and the signature of the responsible manager. ECBC will assign the TSA Project Number in Paragraph 4.5.1. This paragraph also delineates payment instructions. Paragraph 4.6 explains, per the aforementioned DoD Guidance, that the Government will not accept liabilities under a TSA. Finally, the ECBC signature authority for TSAs is the Director of the team/facility that is providing the support. The TSA template is provided at Figure 2.

The **Statement of Work (SOW)** (Appendix A) outlines a detailed support plan and schedule, provides the cost estimate, and assigns Principal Investigators. The SOW should follow the format of the example at Figure 3. The **Cost Estimate** may be included in the SOW or separated out as Appendix B. The cost estimate is provided as a Word document or as an Excel spreadsheet.

FIGURE 1. TSA SAMPLE COVER LETTER

(This letter should be signed and provided electronically, preferably under company letterhead.)

Technology Transfer Office
USAECBC
ATTN: RDCB-DPB-BT
Building E3330, Room 241
5183 Blackhawk Road
APG, MD 21010-5424

Date

To Whom It May Concern:

COMPANY hereby seeks to enter into a Technology Support Agreement (TSA) with the Edgewood Chemical Biological Center (ECBC) for provision of testing, facilities, services, and/or equipment as more specifically described in the attached Statement of Work (SOW). This request is required in order to _____ (state purpose).

This request is being made in accordance with 10 U.S.C. 2539b(a)(3)-(4) which gives the Secretaries of the military departments, or their designees, authority to make available to any person or entity, at an appropriate fee, the services of any government laboratory, center, range, or other testing facility for the testing of materials, equipment, models, computer software, and other items; and to make available to any person or entity, through leases, contracts, or other appropriate arrangements, facilities, services, and equipment of any government laboratory, research center, or range, if the facilities, services, and equipment provided will not be in direct competition with the domestic private sector.

COMPANY anticipates that the necessary test(s) and/or test services, facility use, services, or equipment use shall require approximately ____ days. It is the desire of COMPANY to begin testing and/or test services, facility use, services, or equipment use beginning on or about _____ (date) and be completed by _____ (date). COMPANY acknowledges that such tests and/or test services, facility use, services, or equipment use shall commence on a date and time convenient to the Government, and the Government will notify COMPANY of the scheduled date and the estimated completed date. COMPANY acknowledges that the schedule to be provided to COMPANY is contingent upon the availability of ECBC facilities and personnel, and that all Government activities shall take priority. COMPANY further acknowledges that any date agreed upon by the Government or ECBC will be provided for planning purposes only, and that the Government shall have the sole authority and discretion to modify such dates, or terminate any test prior to completion with or without prior notice to the purchaser. In no event shall the Government become liable to COMPANY as the result of schedule change(s), or termination of a planned test, facility use, services, or equipment use under this TSA.

In order to assure the Government that there will be no issue of competition between the Government and private industry concerning the provision of test(s) and/or test services, facility use, services, or equipment use, COMPANY hereby represents and warrants to ECBC that:

- (1) there is no non-Governmental organization known to COMPANY that presently has facilities, equipment, or other laboratory services that are commercially available to perform the required test and/or test services, facility use, services, or equipment use that are of comparable quality, and;
- (2) this request is necessary as the test(s) or test services, facility use, services, or equipment use to be provided by ECBC require the use of specialized or unique equipment, facilities, methodology, and/or expertise of personnel located at ECBC.

For these reasons, COMPANY requests proper consideration by appropriate Government personnel to enter into a TSA with ECBC for the requested test(s) or test services, facility use, services, or equipment use support as more specifically described in the SOW. COMPANY is prepared to discuss and execute any agreements or other documentation necessary to accomplish the tests, test services, facility use, services, or equipment use under 10 U.S.C. 2539b(a)(3)-(4).

Sincerely,

Signature
Typed Name
Title

FIGURE 2. TSA TEMPLATE

1.0 NAME AND ADDRESS OF COMPANY/INDIVIDUAL:

2.0 FOR TESTING, PROVIDE NAME OF TEST AND SPECIFIC ITEM TO BE TESTED: _____

3.0 FOR FACILITIES, SERVICES, OR EQUIPMENT, PROVIDE SPECIFIC FACILITIES, SERVICES, OR EQUIPMENT BEING REQUESTED AND WHY: *(if TSA is for testing services, leave this blank)*

4.0 PURPOSE: Whereas the Company identified above (hereinafter referred as the Purchaser) has requested and the United States of America (hereinafter referred to as the Government) has agreed to conduct certain tests and/or test services as specifically described in the attached Statement of Work (SOW), the Purchaser and the Government do now therefore agree to the following terms and conditions which shall govern the conduct and/or furnishing of such tests and/or test services. The Purchaser hereby certifies and affirms, as represented in the accompanying cover letter, that no non-Governmental organization is known that presently has the capability or facilities in the commercial marketplace that can be made available to perform the tests, test services, facilities and/or equipment under the SOW, and that the conduct of such tests and/or test services or use of Government facilities and/or equipment requires the use of specialized facilities, equipment, and testing skills provided by the U.S. Army Edgewood Chemical Biological Center and that the Government, by conducting such tests, will not result in direct competition with the private sector.

4.1 Whereas 10 U.S.C. 2539b(a)(3)-(4) provides the Secretary of Defense and the Secretaries of the military departments, authority to make available to any person or entity, at an appropriate fee, the services of any Government laboratory, center, range, or other testing facility for the testing of materials, equipment, models, computer software, and other items; and to make available to any person or entity, through leases, contracts, or other appropriate arrangements, facilities, services, and equipment of any Government laboratory, research center, or range, if the facilities, services, and equipment provided will not be in direct competition with the domestic private sector.

4.2 The testing associated with this TSA shall not cause Government personnel or other Government resources to be diverted from scheduled tests of Government materiel or otherwise interfere with Government mission requirements.

4.3 Whereas the Purchaser has requested and the Government has agreed to conduct and/or furnish, certain tests and/or test services, facilities, and equipment as described above in paragraph 4.1, the Purchaser and the Government do now therefore agree to the following terms and conditions which shall govern the conduct and/or furnishing of such technology support.

4.3.1 It is understood that the Government will accept the item(s) listed above for the stated tests and/or provide the necessary facilities, services, and/or equipment for the tests and/or test services specifically described in the SOW. Both Parties agree that any information about the test item, or information provided by the Purchaser concerning the item, or any information that is generated by the tests and/or test services provided by the Government will be treated as the property of the Purchaser and will be protected by the Government as proprietary and will not be released outside of the Federal Government without the express consent and permission of the persons for whom

the tests are performed, although such information may be used for official Government purposes and may be disclosed to foreign governments when such technology support is provided for or on behalf of private foreign industry.

4.3.2 The technology support under this TSA will be conducted and/or furnished at APG, MD, at a location deemed appropriate by U.S. Government personnel, or as specifically indicated in paragraph 8.0 of the attached SOW, to commence on a date and at a time convenient to the Government or as otherwise agreed to between both Parties. The estimated beginning and completion dates are furnished in paragraph 4.0 of the SOW. These dates are furnished for planning purposes only, and the Government may, at its discretion, change such dates or terminate the provision of the technology support prior to project completion, with or without prior notice to the Purchaser. In no event shall the Government become liable to the Purchaser as a result of, or because of, such changes or termination, and the Purchaser hereby agrees to indemnify and hold harmless the U.S. Government for any loss, claim, damage, or liability of any kind arising out of or in connection with the goods or services to be provided herein.

4.3.3 In consideration of the technology support to be conducted and/or furnished by the Government, the Purchaser agrees to pay to the Government the cost of providing tests and/or test services on a cost reimbursable basis, as determined by the Government, it being mutually agreed that such reimbursable costs shall include the amount necessary to recoup both the direct and indirect costs involved that are incurred by the Government to provide the tests and/or test services support. All reimbursable costs that are actually billed shall be determined in accordance with the applicable provisions of Department of Defense Financial Management Regulation, Volume 11A, Chapter 14, in effect at the time of this TSA, or other applicable policies or regulations.

4.3.4 Additionally, it is understood and agreed that the Purchaser will bear all costs for transportation, packing, crating, and drayage related to any item(s) submitted to the Government in the performance of this TSA, including that which the Government may, for its own convenience, perform or cause to be performed.

4.4 The estimated cost for the Government of the technology support to be provided under this TSA and the SOW by the Government is set forth in paragraph 5.0 of the SOW.

4.5 The Purchaser shall make payments to the Government as indicated in paragraph 10.0 of the SOW. Payments shall be made prior to the commencement of any test(s) and/or test services to be provided under this TSA, and shall be paid by Electronic Funds Transfer, company check, cashier's check, certified check, bank money order, or U.S. Postal Money Order – made payable to: "DFAS FINANCE OFFICER".

4.5.1 **The Purchaser shall note on the check or money order, and in an accompanying cover letter: “TSA Project No. [insert TSA No.]”.** In addition, the Purchaser shall note on the accompanying cover letter that payment is for a Technology Support Agreement. The letter shall also include the following information: (1) the project name; (2) Purchaser's name, address, and Principal Investigator; (3) Government Principal Investigator; (4) Purchaser's Taxpayer Identification Number (TIN) or Employer Identification Number (EIN); and (5) Purchaser's Commercial and Government Entity (CAGE) Code. The Purchaser shall send the payment and cover letter to one of the following addresses:

By U.S. Postal Service:
DIR USAECBC
ATTN RDCB DB/
A CONLON/C MARTINEZ E3332
5183 BLACKHAWK RD
APG MD 21010-5424

By Private Delivery Service:
Dir, U.S. Army ECBC
ATTN: RDCB-DB
Ms. Angie Conlon/Mrs. Cyndy Martinez
Ricketts Point Road, Bldg E3332
APG, MD 21010-5424

4.5.2 Electronic Funds Transfer (EFT): Payment may be made via wire transfer or Automated Clearing House (ACH). EFTs must be coordinated with the ECBC Customer Order Control Point (COCP) Office to ensure the proper routing information and posting of all transfers.

ECBC COCP Mailbox Address: usarmy.apg.rdecom-ecbc.mbx.cocp@mail.mil

ECBC COCP Office POC: Dawn K. Beeghley, 410-436-8872/1894, dawn.k.beeghley.civ@mail.mil

4.5.3 It is understood and agreed that the Government is prohibited by law from incurring costs in excess of payments actually received from the Purchaser. In the event that actual costs are expected to exceed, or if revised estimates exceed the initially estimated costs or payments received, the Government will endeavor to provide, in advance of interruption of performance of this TSA, notice to the Purchaser, along with a revised cost estimate. If, after receipt of the revised cost estimate, the Purchaser deposits with the Government such additional sums as may be required to cover the additional estimated costs, the Government will proceed with performance of this TSA. In no event shall any test and/or test services be performed or otherwise accomplished without advance funding to cover actual costs incurred, or any portion of those costs.

4.5.4 In the event that additional tests or test services are determined to be warranted or otherwise necessary, the Purchaser and the Government shall, in the sole and absolute discretion of the Government, execute additional SOWs based upon a previously executed TSA that are within the scope of that TSA, as well as a detailed cost estimate to provide that additional technology testing support. The Purchaser shall be responsible to pay the Government prior to the provision of the additional technology support by the same payment methods as defined above.

4.6 The Purchaser and Government agree that:

4.6.1 The Government shall not be liable for loss or destruction of or damage to any item(s) submitted by the Purchaser, or for any other damages, whether direct or consequential.

4.6.2 Upon completion or termination of the provided technology support, and receipt by the Purchaser of notification of such completion or termination, the Purchaser will promptly remove any item(s) submitted by the Purchaser from the Government's premises, unless disposal at the Purchaser's expense by the Government is specified in the SOW.

4.7 The Purchaser agrees:

4.7.1 To hold harmless and indemnify the Government against the following insofar as they may result from the provision of the technology support described above:

4.7.1.1 Claims (including reasonable expense of litigation or settlement) by third persons (including employees of the Purchaser) for death, bodily injury (including sickness or disease), or loss of, damage to, or loss of use of property, and

4.7.1.2 Loss of or damage to property of the Government or property in its custody, and loss of use of such property, and

4.7.2 That the Purchaser will, at the request of and to the satisfaction of the Government, furnish a surety bond providing coverage for the benefit of the Government under the Purchaser's existing liability insurance policy, or such other insurance that the Purchaser may be able to obtain, covering the Government for all claims, loss or damages described in this part 4.7.

4.8 No endorsement or warranty:

4.8.1 Views and opinions expressed by Government personnel or in Government documentation do not imply any kind of endorsement of any product or service.

4.8.2 The Purchaser agrees not to circulate, refer to, or otherwise use for publicity or advertising purposes any information resulting from the technology support provided by the Government in any manner that bears or appears to bear any connotation of endorsement of any product or service by the Government. Any use by the purchaser of the ECBC logo or names of ECBC personnel must first be approved by the ECBC public affairs office.

4.8.3 The Government makes no warranty, either expressed or implied, respecting the property, services, or data resulting from this TSA.

4.9 The Government reserves the right to limit the number and term of visits of observers and/or participants.

UNITED STATES OF AMERICA
U.S. Army Edgewood Chemical
Biological Center
APG, MD 21010-5424

NAME & ADDRESS OF COMPANY

BY _____
(SIGNATURE)

BY _____
(SIGNATURE)

(Applicable Director)

(TYPED NAME & TITLE)

(TYPED NAME & TITLE)

DATE: _____

DATE: _____

FIGURE 3. APPENDIX A. STATEMENT OF WORK (SOW)

Appendix A to Technology Support Agreement (TSA) No. _____

1.0 BACKGROUND: Describe the testing, facilities, services, and/or equipment being requested and reasoning for the request. If request is being made in support of a government contract, reference it here. Include any other information that would be of interest to those reviewing and approving this document.

2.0 OBJECTIVE: This SOW sets forth the specific tests and/or test services, facility use, services, or equipment use to be provided in accordance with the TSA. The applicable provisions of the TSA shall be considered as fully set forth and incorporated herein.

3.0 APPROACH/SPECIFIC TASKS: Describe the overall scope of the technology support to be provided and a detailed plan to include those items that ECBC will be providing and those items that will be required of the TSA partner. Some typical examples are provided below:

3.1 ECBC will set up any necessary apparatus and perform all necessary calibration ...

3.2 ECBC will provide testing, facilities, services, or equipment in accordance with (reference any standards, if applicable). (Tables, drawings, etc., can be included to provide a detailed description of Purchaser's needs.)

3.3 ECBC will provide details of the Quality Assurance standards and system used in the laboratory. As a minimum, the laboratory will comply with the Quality Management System described by ISO 9001:2008.

3.4 ECBC will perform necessary decontamination, cleanup, and waste disposal.

3.5 ECBC will perform risk assessment as required.

3.6 **ECBC SECURITY requires this paragraph in TSAs for which company representatives may be on-site. Also required for ALL Engineering Directorate TSAs:

COMPANY XYZ representative(s) desiring to observe or participate in activities at ECBC associated with the performance of this TSA shall make prior arrangements with the ECBC POC listed in SOW 8.1 to address safety and security requirements. COMPANY XYZ representative(s) agree to comply with all pertinent safety precautions in accordance with applicable regulations, procedures, and policies. The ECBC POC will provide applicable installation/facility security policies and procedures and assist with a visit request. The ECBC POC requires a minimum 48 hour notice for coordination with ECBC's Security Office. COMPANY XYZ will provide the necessary information to gain access prior to the visit. An ECBC Visitor's guide containing installation access information can be found at: <http://www.ecbc.army.mil/about/mapdir.html>. Company XYZ should be aware of gate access and documentation requirements and comply with all personal identity verification requirements. Should the Force Protection Condition (FPCON) at any individual facility or Aberdeen Proving Ground change, Company XYZ will adhere to changes in security matters or processes, as applicable.

3.7 ****If company will be performing work on-site, include "COMPANY XYZ shall follow all federal, state, local, and Army regulations when working on-site."****

3.8 Company XYZ shall provide any Purchaser items necessary and any required support equipment ____ days prior to provision of technology support under this TSA.

4.0 **SCHEDULE:** This effort is expected to commence on or about _____ and be completed by _____, but shall be subject to the availability of Government facilities and personnel as more fully set forth in this TSA.

5.0 **COST ESTIMATION:** The cost estimate for ECBC support of this effort is as follows:
Cost estimate to be developed by ECBC PI IAW applicable directorate's guidance – all cost estimates must be validated by Cost Analysis Activity *before* being shared with customer)

Estimate for U.S. Army Edgewood Chemical Biological Center

All rates, unit costs, etc., are in constant FY__ dollars.

Labor rate used for all efforts (\$/hour)

TASK DESCRIPTION	Hours	Dollars
TSA/Estimate Preparation		
Evaluation(s)/Report(s)		
Materials		
Preparation		
Provision of technology support (itemize: testing, facilities, services, and/or equipment to be provided under the TSA)		

TOTAL

(This space is for Cost Analysis Activity's validation block.)

Reimbursable Costs shall include both direct and indirect costs, and shall be calculated in accordance with the provisions of DoD Financial Management Regulation Vol. 11A, Chapter 14, or other applicable law, regulations, and policies.

OR

5.0 **COST ESTIMATION:** The cost estimate for ECBC support of this effort is \$_____. See Appendix B for description of all costs. The funds to cover these costs will be paid in full in accordance with paragraph 4.5 of this TSA prior to the Government initiating or otherwise undertaking any task under this TSA.

(Cost estimate to be developed by ECBC PI IAW applicable directorate's guidance – all cost estimates must be validated by Cost Analysis Activity *before* being shared with customer)

5.0 MUST ALSO INCLUDE:

This estimate is based on current fiscal year rates and may increase if project extends into the next fiscal year or beyond. Company XYZ shall pay prior to the provision of the additional technology support by the same payment methods as defined in TSA paragraph 4.5.

(Gov't PI must update the estimate annually or as necessary and resubmit for Cost Analysis Activity's approval)

Reimbursable Costs include both direct and indirect costs, and are calculated in accordance with the provisions of DOD Financial Management Regulation Vol. 11A, Chapter 14, or other applicable law, regulations, and policies.

6.0 ENVIRONMENTAL & SAFETY CONCERNS: The tasks described herein are routinely performed by ECBC. Environmental and/or safety concerns are addressed below Standing Operating Procedures (SOPs). Personnel working at ECBC will have completed the necessary training classes for waste and hazardous materials management, and will participate in any testing, screening, and risk assessment required to conform to APG and ECBC protocols.

- SOP#/title
- SOP#/title

7.0 REPORTS:

7.1 Progress Reports: Throughout the conduct of this project, ECBC and Company XYZ will informally share all unclassified data collected and the unclassified analysis results of that data.

7.2 Final Reports: ECBC will provide the unclassified final report to Company XYZ within ___ days after the period of performance is concluded.

8.0 PRINCIPAL INVESTIGATORS: The technology support will be provided by _____ (Insert ECBC Team Name (Acronym) or Facility Name, as appropriate) in _____ (Insert Building No.) at APG, MD. The Principal Investigators for this project are identified below. All notices required by this TSA will be sent to the respective Principal Investigators or their successors.

8.1 ECBC:

Name: _____, Branch Name
Address: RDCB-D___-___/E_____, 5183 Blackhawk Road, APG, MD 21010-5424
Phone: 410-436/417-_____, Fax: 410-436/417/612-_____
E-mail: _____@mail.mil

8.2 Company XYZ:

Name:
Address:
Phone: ___-___-_____, Fax: ___-___-_____
E-mail:

9.0 QUALITY ASSURANCE: The (ECBC Team acronym) is dedicated and committed to providing quality tests or test services, facility use, services, or equipment use. Operating policies and procedures are conducted in accordance with the (ECBC Team acronym)'s (specific document(s), as appropriate), which meet(s) the (state applicable standard(s)). Our goal is to continuously meet or exceed the stated or implied expectations of our customers through conformance with the ECBC Data Quality Assurance Procedure in the ECBC Quality Management System and through day-to-day interactions.

OR

9.0 QUALITY ASSURANCE: The (ECBC Team Acronym) is dedicated and committed to continuously meeting or exceeding the stated or implied expectations of customers through conformance with the ECBC Data Quality Assurance Procedure in the ECBC Quality Management System and through day-to-day interactions.

9.1 The (ECBC Team Acronym) is committed to providing select aspects of life cycle management in the area of customer assurance, product inspection, acquisition quality assurance, and timely and quality reporting.

9.2 The (ECBC Team Acronym) is committed to providing a quality standard of service using properly calibrated equipment where applicable, and reference materials traceable to national or international standards of measurement.

9.3 The (ECBC Team Acronym) is also committed to using appropriately trained personnel. Laboratory personnel involved in working with materials will be familiar with our quality system and other pertinent procedures consistent with quality work. Personnel will continuously receive training through mandatory training, on-the-job training, short course training, and SOP training.

10.0 PAYMENT: In accordance with paragraph 4.5 of this TSA, the Purchaser shall pay to the Government the sum of \$_____ prior to the initiation of any tests, test services, facility use, services, or equipment use.

FIGURE 4. APPENDIX B - COST ESTIMATE (example)

COST ESTIMATE FOR TSA

Prepared By:
 Office Symbol: AMSRD-ECB-
 Phone Number: 410-436-

	HOURS	RATE/hr	TOTAL
Labor			
Administrative (Team Rate)	3	126.82	380
Overtime	0	104.32	0
Testing (Team Rate)	0	95.69	0
Testing w/Hazardous Duty Pay	10	105.18	1,052
Overtime	0	83.33	0
Testing w/Haz Duty Pay Overtime		89.73	0
Total Labor	13		1,432
Indirect Costs			
Depreciation (# of testing hours equip. is used)	0	0.00	0
Infrastructure			0
Total Indirect Cost			0
Other Direct Costs			
Materials			520
Disposal Costs	2	105.18	210
Travel			0
Miscellaneous (list type of cost)			237
Other materials like decon, solvents, parafilm, gloves, kimwipes, paper			
Total Other Direct Costs			967
TOTAL			2,400

VALIDATED ELECTRONICALLY
RDECOM Cost Analysis Activity, APG
Control Number: _____
Validated By: M. Witkowski, DSN 584-5035
Validation Date: Void After

PROCEDURES

1. A TSA action begins when a potential customer contacts the Technology Transfer Office or a specific ECBC facility to inquire as to the availability of ECBC testing services or other support needed to address a requirement of theirs. If the first contact is made with the Technology Transfer Office, that office identifies the appropriate ECBC organization to address the customer's requirements. A technical point of contact (POC) is assigned by the organization to interact with the customer.
2. The technical POC and the customer discuss and develop a draft SOW. Subsequently, the technical POC presents the customer with a cost estimate. If the content of the SOW and cost estimate are agreeable to the customer, the customer is asked to complete a TSA cover letter and insert all of the customer-specific information into the TSA template. These documents are then sent to the Technology Transfer Office.
3. The Technology Transfer Office reviews all of the TSA documents for completeness and accuracy and assigns the TSA Project Number. The TSA is now circulated through the TSA Review Team for concurrence. This team consists of representatives from the Legal Office, Cost Analysis Activity, Environmental Quality Office, Safety & Health Office, and ECBC Security Office. The TSA is also coordinated through the designated Branch Chief and Division Chief responsible for the team/facility conducting the test or providing the other support. Once the TSA Review Team has concurred and signed TSA documents have been received from the customer, the TSA is forwarded to the appropriate Director or his designee for final approval and signature.
4. **TSAs state that no work may be performed until funding is received from the customer.** The TSA instructs the customer to send the required funding to the Customer Order Control Point (COCP) Office, who transfers the funding to the appropriate ECBC facility. Not until such funding is received may ECBC personnel begin performance of the testing/other support.
5. **The data generated by any ECBC TSA will conform to the ECBC Data Quality Assurance Procedure in ECBC's Quality Management System, unless an alternative is specified in the customer requirements of an agreement.**

REPORTS, ADDENDUMS, AMENDMENTS, EXTENSIONS

1. **TSA Forms.** TSAs can take two basic forms:

a. A one-time project in which test/other support is provided, results are reported to the customer, and the project is considered complete.

b. Long-term projects in which the TSA is left open for a given period of time (normally 1-2 years) so that the same tests/other support can be conducted over and over again. The cost estimate establishes a cost rate per test/other support.

2. **Amendments.** Both types of TSAs can be amended to allow additional tests/other support with the agreement of both Parties. The customer can request additional testing/other support under a one-time TSA if they approach ECBC within a reasonable time after the initial TSA was completed (no more than 6 months) with a new SOW. The new SOW may not differ significantly from the original. The ECBC POC provides the customer with a new cost estimate. The SOW and cost estimate are then submitted to the appropriate segments of the review process, followed by approval of the Branch Chief and Division Chief.

3. **Extensions.** Long-term TSAs may be extended for an additional 1-2 years, under the signature authority of the original TSA, if there are no significant changes.

4. **Addendum for Returning Customer Items.** In many cases, customer items are no longer usable after the project is completed and are subsequently disposed of by ECBC at the customer's expense. However, there are cases in which the customer desires to have the items returned. If the item(s) have been exposed to chemical agent, an addendum (see example, Figure 5) is required to be included with the TSA. This describes the process for determining whether all or part of the item can be returned. Customers must be aware that it is possible that items exposed to chemical agent will require decontamination and disposal by the Government at the customer's expense.

5. **Reports.** Reporting results from TSAs can take many different forms, such as:

a. No formal reporting required. The customer simply observes the tests/other support.

b. The result of the test/other support is simply a pass or fail. This information is provided to the customer orally.

c. The testing/other support is being performed to satisfy the requirement of a Government contract and the results must be reported in a specific format or form, such as a DD Form 1222.

d. Interim reports are required throughout the length of the TSA. In this case, a final report may or may not be required.

e. A final report is required.

Please note that the TSA document must state that results reported should not be construed by the customer as an endorsement by the Government, and that the use of these results for publicity or advertising purposes is prohibited.

FIGURE 5. TSA ADDENDUM REGARDING THE RETURN OF CUSTOMER ITEMS

ADDENDUM 1 TO TECHNOLOGY SUPPORT AGREEMENT (TSA) BETWEEN

AND THE U.S. ARMY EDGEWOOD CHEMICAL BIOLOGICAL CENTER (ECBC)

1. The Purchaser has advised the Government that, under the applicable Statement of Work (SOW) testing of the equipment at issue, it desires to have that equipment returned to it upon completion of all testing efforts. Purchaser acknowledges and affirms that any equipment subject to the testing performed under the applicable SOW has been exposed to chemicals, biological agents, or other hazardous materials described and set forth in the Statement of Work. Purchaser also acknowledges and agrees that any returned equipment shall first be de-contaminated to the best of the Government's ability utilizing accepted industry practices that are deemed effective for the specific chemicals, agents, or hazardous material. All de-contamination efforts shall constitute an actual cost of the testing effort, and be entirely reimbursable to the Government pursuant to applicable provisions of the DoD FMR, Vol. 11, Chapter 14.
2. The Purchaser agrees that in no event shall there be an express or implied warranty as to the condition of the equipment that is being returned by the Government to the Purchaser concerning that overall condition, its operability, or fitness for future use. The Purchaser also agrees that neither Party shall be liable for any actual or consequential damages, including lost profits, lost savings, special, consequential, incidental or other indirect damages, even if the equipment as returned to the Purchaser is determined to be unfit for use.
3. The Purchaser acknowledges and affirms that title and ownership to the equipment tendered to the Government for testing shall at all times remain with the Purchaser. Any Government property utilized by the Government for performing the testing effort contemplated herein shall at all times remain the property of the U.S. government.
4. The Purchaser acknowledges and affirms that upon completion of the testing effort, the U.S. government shall place the equipment sought by the Purchaser to be returned to the Purchaser at a designated loading dock situated at the Edgewood area of Aberdeen Proving Grounds, Maryland for pick-up by the Purchaser during normal business hours. Purchaser shall at all times be responsible for arrangement of suitable transportation of such equipment, and agrees to fully comply with any and all state and federal transportation regulations that may apply, including but not limited to, federal hazardous materials transportation regulations. Purchaser agrees that upon making the equipment available for pick-up at a designated loading dock, that the Purchaser shall be responsible for all costs of maintenance, removal, storage, repair, disposal, and transportation costs of the tangible equipment being tendered by the U.S. Government to the Purchaser.

Purchaser agrees to take physical possession of the equipment within 15 days of the date of notice by the Government that the equipment is ready for pick-up.

5. The Purchaser acknowledges and agrees that depending on the specific circumstances, the U.S. Government may only be able to return a portion of the equipment, or a component part of the equipment, depending upon the test results relating to the de-contamination efforts of the U.S. Government. The government will provide results of decontamination efforts in an Equipment Decontamination Plan or a Declared Safe Form as applicable.
6. The Purchaser acknowledges and affirms that the U.S. government shall at all times use best efforts concerning de-contamination of the equipment desired by the Purchaser to be returned to the Purchaser. Nevertheless, the Purchaser acknowledges that under certain circumstances de-contamination efforts relating to the equipment may not be effective and that in such circumstances, the equipment shall not qualify for release or return of that equipment to the Purchaser. Purchaser acknowledges that under certain circumstances, the inherent design of the equipment, or the inability to de-contaminate the equipment to adequately eliminate the hazardous agent at issue may result in the Government refusing to return the equipment to the Purchaser, due to compliance with federal/state standards, including but not limited to those regulations promulgated by the Environmental Protection Agency, Occupational Safety and Health Administration, or the Centers for Disease Control. In such instances, the Purchaser agrees that the costs of de-contamination shall be owed to the U.S. government regardless of whether such efforts are successful.
7. The Purchaser acknowledges that the Government's liability for loss of property, personal injury or death, or any other damages arising out of any act or omission of its employees in connection with the performance of the testing efforts under this Agreement shall be governed solely by the Federal Tort Claims Act. Neither Party shall be liable for any unforeseen event beyond its reasonable control not caused by the fault or negligence of such Party, which causes such Party to be unable to perform its obligations under this Agreement and which it has been unable to overcome by the exercise of due diligence. Such unforeseen events include, but are not limited to, fire, storm, flood, earthquake, or other natural catastrophes, accidents, acts of civil disobedience, war, acts of terrorism, rebellion, insurrection, labor strikes or disputes, compliance with any laws, requirements, rules, regulations, or orders of any government authority or instrumentality thereof, sabotage, invasion, quarantine, and embargoes.
8. Subsequent to return of the equipment by the U.S. Government to the Purchaser, the Purchaser agrees to indemnify and hold harmless the Government for any loss, claim, damages, expense, or liability of any kind occurring as the result of utilizing the equipment, selling the equipment, or distributing the equipment to any third party by or on behalf of the Purchaser, its assignees, licensees, or agents.
9. Purchaser shall provide a Safety Assessment Report (SAR) to the Government for any equipment tendered to the Government for testing that is not Commercial Off-The-Shelf equipment.

10. The Purchaser will also provide the following information to the Government for use in determining if the equipment falls under the current hazard analysis or requires a new analysis:

- a. Listing of materials in the flowpath of the equipment.
- b. Listing of filters, sieve packs, etc., which might be expected to retain agent.
- c. Schematic of the flowpath through the equipment.
- d. Any operation on the part of the equipment which will minimize the ability of the equipment to retain agent.

11. Additionally, if the equipment contains a radioactive source, coordination with the local Radiation Safety Officer will be required to determine if the source can be covered under the ECBC Nuclear Regulatory Commission (NRC) License. In such case, the Purchaser will provide the following information:

- a. A description of the source material, to include radioactive activity, form, and whether it is considered a sealed source.
- b. A copy of the Purchaser's NRC License covering the source material.
- c. If applicable, justification of license exemption to NRC requirements.

12. The cost to perform a new hazard analysis, should it be required, shall be paid in advance by the Purchaser as part of the cost of this TSA.

13. In the event that equipment is deemed returnable, the Purchaser agrees to the following terms:

We, _____, understand and acknowledge that while every precaution has been made to minimize the potential for the hazardous material at issue to be present internally to the equipment provided for test, that there is a possibility that hazardous material may be present. We agree to take appropriate precautions when allowing personnel to deal with the equipment, to include incorporating initial disassembly being conducted under engineering controls and with appropriate personnel protection to preclude any exposure. We shall accept responsibility to ensure personnel allowed access to the equipment are informed of the previous testing. We shall also ensure that any entity, government or private, which we allow access to or which agrees to purchase the equipment, are told of the potential risk associated with the equipment.

(SIGNATURE)

(DATE)