

DRAFT AGREEMENT

TASK ORDER NO.:

TASK ORDER SUBCONTRACT NO.: 2004-xxx

PARTIES: ATI ("Contractor") and XXX ("Subcontractor")

WORK IDENTIFICATION: CNST XX Project

INCREMENTAL FUNDING/LIMITATION OF FUNDS:

The ceiling amount of this Task Order for the entire period of performance is \$xxx. The total amount of funding currently available to this Task Order is \$XXX. It is contemplated that this sum will cover the work to be performed by the Subrecipient during the period of XX, 2004 through XX, 2004. The amount specified, or as such may be increased from time to time, shall apply irrespective of any other provisions of this Task Order and the referenced Agreement and any work performed in excess thereof shall be at Subcontractor's risk. Invoices will be paid in accordance with Section G of the Task Order Subcontract.

PERIOD OF PERFORMANCE:

All work under this Task Order is to be performed during the period of XX, 2004 through XX, 2005. Any extension of this performance period requires the Contractor's written approval.

SPECIFIC CLAUSE APPLICABLE TO THIS TASK ORDER:

COST SHARE

Subcontractor is required to report any applicable cost share related to the work defined in this Task Order. The anticipated cost share for this Task Order is \$XXX. This cost share should be certified and submitted with the Project Status Report. The format for this report has been incorporated as Attachment B to this Task Order.

SPECIFIC FAR/DFAR CLAUSES APPLICABLE TO THIS TASK ORDER:

The clauses in FAR Subpart 52.2 (48 CFR Chapter 1) and DFARS Subpart 252.2 (48 CFR Chapter 2) referenced in the subparagraph below are incorporated herein.

To the extent that an earlier version of any such clause is included in the Prime Contract or Subcontract under which this Subcontract is issued, the date of the clause as it appears in such Prime Contract or Subcontract shall be controlling and said version shall be incorporated herein. In all such clauses, unless the context of the clause required otherwise, the term "Contract" shall mean this Subcontract, and the terms "Government", "Contracting Officer" and equivalent phrases shall mean Contractor and Contractor's representative, respectively. It is intended that the referenced clauses shall apply to Subcontractor as a Subcontractor to Contractor, to insure Subcontractor's obligations to Contractor and to the United States Government, and to enable Contractor to meet its obligations under its Prime Contract. This subcontract and the resulting task orders incorporate one or more clauses by reference, with the same force and effect as if they were given in full text.

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The following FAR and DFARS clauses apply to Cost Sharing – No Fee Research and Development Subcontracts.

FAR 52.216-12	Cost Sharing Contract- No Fee (APR 1984) Insert Immediately following 52.216-8 [This clause may be modified by substituting “\$10,000” in lieu of “\$100,000” as the maximum reserve in paragraph (b) if the contract is with a nonprofit organization.] Alternate I when a cost-sharing research and development contract with an educational institution or a nonprofit organization is contemplated, and if the contracting officer determines that withholding of a portion of allowable costs is not required.
FAR 52.247-63	Preference for U.S.-Flag Air Carriers (JAN 1997) FAR 47.405: Use in contracts whenever it is possible that U.S. Government-financed international air transportation of personnel (and their personal effects) or property will occur in the performance of the contract.
DFARS 252.227-7039	Patents- Reporting of Subject Inventions (APR 1990) (Applicable when FAR 52.227-11 applies)

PRINCIPAL INVESTIGATOR / TECHNICAL AUTHORITY FOR THIS TASK ORDER:
Mr....

KEY PERSONNEL ASSIGNED TO THIS TASK:
Technical Contact: Mr....
Contracting Contact: Mr...

STATEMENT OF WORK:
Scope
XXX.....
Task/Deliverable Description
XXX.....

Except as provided herein, all Terms and Conditions of the Task Order Subcontract and its modifications remain unchanged and in full force and effect.

The Subcontractor is required to sign two copies of this document and return them to ATI to finalize this action.

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ADVANCED TECHNOLOGY INSTITUTE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____