

**RTI Master Agreement Number 888-11-16-04
Task Order Number «Subcontract» - «Center» - «Project»**

<p><u>Recipient:</u> «Company_Name» «Division» «Add1» «Add2» «City», «State» «Zip» «Country»</p> <p><u>Contractual Designee:</u> «Admin_FirstName» «Admin_LastName» Phone: «Admin_Phone» Fax: «Admin_Fax»</p>	<p><u>Contractor:</u> RTI International 3040 Cornwallis Road Research Triangle Park, NC 27709</p> <p><u>RTI Technical Monitor/Project Manager:</u> «PM_Name» Phone: «PM_Phone»</p> <p><u>RTI Task Order Administrator:</u> «Team_Leader» Phone: «Team_Leader_Phone»</p>
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Task Order Title:	«Prime_Title»
Prime Contract:	«Prime_Sponsor» «Prime_Type» «Prime_Number»
Task Order Type:	«Type_Description»
Task Order Amount:	«SkAmount»
Task Order Funded Amount:	«FdAmount»
Period of Performance:	«Begin_Date» to «End_Date»
CFDA Number (if applicable):	«CFDA»

The Recipient shall perform, within the period and at the funded amount specified above, the work set forth in the attached Statement of Work. Any additional terms and conditions applicable to this Task Order are included herein. All terms and conditions set forth in the above referenced Master Agreement (“AGREEMENT”) remain in full force and effect. In the event of a conflict between the terms and conditions of this Task Order and the AGREEMENT, the terms of this Task Order shall take precedence.

Task Order Approved By:

Recipient Signature:

Name	Signature	Date
RTI Task Order Administrator:		
«Team_Leader»		

Name	Signature	Date
Attachments:		
1) Task Order Terms and Conditions		
2) Statement of Work/Budget		
3) Task Order Special Contract Provisions		
4) Invoicing/Payment Instructions		

Attachment 1: Task Order Terms and Conditions

FIXED PRICE TASK ORDERS

ARTICLE 1. Type of Task Order/ Funding (Fixed Price)

This is a Firm Fixed Price Task Order in the amount of «**SkAmount**», for the completion of all the work requirements found in Attachment 2: Statement of Work/Budget. Upon completion and RTI acceptance of the work specified herein, the Recipient will submit invoice(s) in accordance with the payment provisions established in Attachment 4: Invoicing/Payment Instructions and Recipient's performance shall be conducted in accordance with the terms established in the AGREEMENT (Article 16 (Inspection and Acceptance) and Article 19 (Deliverables and Technical Reports)) and this Task Order.

ARTICLE 2. Milestone Payment Schedule (Fixed Price)

The Recipient shall provide the services/supplies set forth in Attachment 2: Statement of Work/Budget, and will invoice RTI in accordance with the following Milestone Payment Schedule:

TIME AND MATERIALS TASK ORDERS

ARTICLE 3. Type of Task Order/ Funding (Time & Materials)

A. This is a Time and Materials Task Order. The total ceiling price for all work being performed under the Task Order is «**SkAmount**». Recipient agrees to use its best efforts to perform all work and obligations under this Task Order within the prices established in this Article. Recipient shall utilize the labor categories and fully burdened fixed hourly labor rates set forth below. These fixed rates include the Recipient's direct wages, taxes, fringe, indirect costs, general and administrative cost, and profit. Recipient shall perform the work set forth in Attachment 2: Statement of Work/Budget and invoice RTI for the actual hours performed by Recipient employees utilizing the fixed rates and labor categories set forth below:

Period	Labor Category	Fixed Hourly Rate (Loaded)

B. The Task Order is funded in the amount of «**FdAmount**». Accordingly, the Limitation of Funds/Costs clause set forth in the Master Agreement ("AGREEMENT") shall apply to the management of this funding allocation. RTI shall bear no liability beyond the funded amount stipulated in this paragraph.

COST REIMBURSEMENT TASK ORDERS

ARTICLE 4. Type of Task Order/ Funding (Cost Reimbursement)

A. This is a Cost Reimbursement Task Order in the amount «**SkAmount**», for the satisfactory completion of the work requirements found in Attachment 2: *Statement of Work/Budget*. The estimated cost is «**SKCost**».

B. Upon completion and RTI acceptance of the work specified herein, the Recipient will submit invoice(s) in accordance with the payment provisions established in Attachment 4: Invoicing/Payment Instructions" and Recipient's performance shall be conducted in accordance with the terms established in the AGREEMENT (Article 16 (Inspection and Acceptance) and Article 19 (Deliverables and Technical Reports)) and this Task Order.

C. The Task Order is funded in the amount of «**FdAmount**». Accordingly, the Limitation of Funds/Costs clause set forth in the Master Agreement ("AGREEMENT") shall apply to the management of this funding allocation. RTI shall bear no liability beyond the funded amount stipulated in this paragraph.

ALL TASK ORDERS

ARTICLE 5. Task Order Period of Performance

The period of performance for this Task Order shall begin on «Begin_Date» and continue to «End_Date» in accordance with the Attachment 1: Task Order Terms and Conditions and Attachment 2: Statement of Work/Budget.

ARTICLE 6. Designation of Recipient's Key Personnel and RTI's Technical Representative

- A. «Key_FirstName» «Key_LastName» is considered essential to the work being performed under this Task Order. By mutual agreement, the list of key personnel may be amended from time to time during the course of this Task Order to either add or delete key personnel as appropriate.
- B. During the first ninety (90) calendar days of performance, Recipient shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, program discontinuance or termination of employment. Recipient shall notify the RTI Subcontract Administrator within ten (10) calendar days after the occurrence of any of these events and provide the information required by Paragraph C below. After the initial ninety (90) calendar day period, Recipient shall submit the information required by Paragraph C to the RTI Task Order Administrator at least ten (10) calendar days prior to making any permanent substitutions.
- C. Prior to diverting the above-named personnel to other programs, Recipient shall submit a justification (including the reason for the requested substitution and resumes of the proposed replacement key personnel) in sufficient detail to permit evaluation of the impact of the requested substitution on the program. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The RTI Task Order Administrator will notify Recipient of RTI's decision about the substitutions within twenty (20) calendar days after receipt of all required information.
- D. The RTI Technical Monitor/Project Manager assigned to this Task Order is «PM_Name».

ARTICLE 7. Designation of Contractual Task Order Representatives

«Team_Leader» is hereby designated as the RTI Task Order Administrator and is the only one with the authority to direct changes under this Task Order. All notices shall be in writing and addressed as follows:

For RTI

«Team_Leader»
Global Supply Chain Management
RTI International
P.O. Box 12194
Research Triangle Park, NC 27709-2194
Phone: «Team_Leader_Phone»
Email: «Team_Leader_Email»

For Recipient

«Notice_FirstName» «Notice_LastName»
«Company_Name»
«Division»
«Add1»
«Add2»
«City», «State» «Zip» «Country»
Phone: «Notice_Phone»
Email: «Notice_Email»

Attachment 2: Statement of Work/ Budget

Attachment 3: Task Order Special Contract Requirements

Attachment # 4: Invoice/ Payment Instructions

- A. Invoices are to be submitted to RTI's Accounts Payable Department via electronic mail at the following address:

Accounting@rti.org

In the event an invoice is unable to be submitted via electronic mail it should be submitted to RTI's Accounts Payable Department at the following address:

RTI International
PO Box 12106
Research Triangle Park, NC 27709
ATTENTION: Accounts Payable

Questions regarding invoices should be directed to the A/P department at 919-541-5877 (accounting@rti.org).

- B. To be considered properly prepared, invoices must include:

- MA number
- Task Order number
- Invoice Number
- Invoice Date and Billing Period
- Description of item/milestone Completed (only applicable to Firm Fixed Price Task Orders)
- Total Labor Hours (LOE) and Costs (only applicable to Cost Reimbursement, Labor Hour and T&M Task Orders)
- Other Direct Costs by Cost Category (only applicable to Cost Reimbursement, Labor Hour and T&M Task Orders)
- Indirect Costs by Category (only applicable to Cost Reimbursement Task Orders)
- Total Amount Due on this Invoice
- Current and Cumulative Amount for Each Line Item
- Cumulative Amount Billed
- Certification in this Article Signed by an Authorized Official
- Name and Telephone Number of the Person to Contact in case of questions about the invoice

- C. Consultant Fees

Approved consultant fees shall be listed individually with a line entry identifying the consultant name, period of performance, daily rate and total payment claimed. Receipts or copies of consultant invoices shall be provided to substantiate the claim for consultant cost. The invoice shall include daily rate and period of performance as a minimum.

- D. Lower-Tier Subcontracts

Costs for approved lower-tier subcontracts shall be listed separately detailing the subcontractor's name, COA if applicable, period of performance for the claim and dollar amount claimed for the invoiced period. Copies of subcontractor receipts or invoices shall be provided with the voucher to substantiate the claim for subcontractor costs.

- E. Equipment

Approved equipment costs shall include documentation for all equipment purchased. The documentation must include sufficient detail to show what was purchased, make, model, quantity, serial number, etc. Unapproved equipment costs will not be reimbursed by RTI.

- F. Invoices shall include sufficient detail for all indirect rates to be verified by RTI.

- G. Certification as to Accuracy of Invoice: All invoices must include the following certification, signed by an authorized representative of the Subcontractor's organization:

"I hereby certify that, to the best of my knowledge and belief, all charges presented are correct, accurate, and complete, that payment therefore has not been received, and that all amounts requested are for the appropriate purposes and in accordance with the Task Order."

- H. Payment Terms: A properly prepared invoice will be paid within 30 calendar days of receipt. RTI shall promptly notify Subcontractor of an intention to withhold any portion of a submitted invoice. The **Release and Assignment** form (see Appendix D: Sample Task Order Release and Assignment of Master Agreement 888-11-16-04) and the **Final Invoice** shall be submitted to RTI within 90 calendar days following completion of the period of performance of an individual Task Order, and the final invoice **must** be clearly marked "**final invoice**" to avoid any returns of the invoice(s) and delays in payment processing.
- I. Payments made by RTI under this Task Order shall be by Electronic Funds Transfer (EFT). Within 10 days of the execution of this Agreement, Subcontractor will submit a completed EFT form provided by RTI. All EFT information and any changes to EFT information shall be sent to the RTI's Accounts Payable Department at the address above.