Non-DoD Project Sponsor Guide

MIT Lincoln Laboratory (MIT-LL)

Federally Funded Research & Development Center (FFRDC)

August 2024

Provides Non-DoD government sponsors/customers with instructions on how to initiate, fund, and make changes to research and development (R&D) projects on the USAF/MIT-LL FFRDC Contract issued 28 April 2015

Changes From July 2024 Version

- Updated language for funding documents.
- Added two FAQs regarding 1) funding documents and project schedule; and 2) Nondisclosure Agreements.
- Included clarification on ordering period of performance vs. execution period of performance information

The below has been approved for dissemination by the Contracting Officer

Scott B. H. Silver Contracting Officer AFLCMC/AZS

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I. Introduction

The Office of the Under Secretary of Defense for Research and Engineering (OUSD (R&E)) is the Primary Sponsor for the Air Force Prime Contract FA8702-15-D-0001. In accordance with (IAW) the DoD Sponsoring Agreement, all federally sponsored work (DoD and non-DoD) will be performed on the Air Force Prime Contract. The Air Force Life Cycle Management Center (AFLCMC), Strategic Services Division (AFLCMC/AZS) at Hanscom AFB is the Administrative Agent for the Primary Sponsor. As the Administrative Agent, AFLCMC/AZS is responsible for executing and administrating the USAF/MIT-LL FFRDC contract.

The purpose of this guide is to provide federal government sponsors/users, henceforth referred to as "sponsor(s)," outside of the DoD (AKA Non-DoD) with the procedures for initiating, funding, and making changes to research and development (R&D) projects on the Air Force/MIT-LL FFRDC contract.

These established procedures are based on the:

- 1. DoD Sponsoring Agreement, which states "maximum technical freedom shall be afforded to MIT-LL and to individual project sponsors in formulating and executing projects"
- 2. Air Force/MIT-LL FFRDC Indefinite-Delivery Indefinite-Quantity (IDIQ) contract where terms and conditions are established, and all work is performed on a cost reimbursement, no fee basis
- 3. Federal policy on R&D contracting and the "special relationship" between the FFRDC and the government, in accordance with FAR 35.017
- 4. DoD federally Funded Research and Development Center (FFRDC) Program, <u>DoD</u> <u>Instruction 5000.77</u>

Questions related to this document or any of the procedures described herein may be directed to AFLCMC/AZS. Contact Information is provided in <u>Section IV</u> (Points of Contact) of this Guide.

II. Project Initiation, Funding, and Changes:

When considering whether opening a new project or funding an additional task under an existing effort, please consult the existing project Grey Book write-up. If the work scope under consideration is not included within the Grey Book description of an existing effort, a new project start is warranted. Should the envisioned work scope be encompassed by the Grey Book description of an existing effort, we recommend incrementally funding an additional task on the existing project as opposed to moving forward with a New Start.

For all projects under contract FA8702-15-D-0001, it is important to understand the distinction between the contract ordering period and the performance period. The contract ordering period, during which new orders can be placed, concludes on 31 March 2025. However, the performance period, which defines the timeframe for executing work, extends through 30 March 2030. This extension allows for work to continue for an additional five years beyond the ordering period, as approved by SAF/AQ in accordance with DFARS 217.204(e)(iii) and AFFARS 5317.204(e)(iii).

Additionally, programs that are placed on contract before the end of the ordering period can be modified to include, but are not limited to, changes to the estimated cost and period of performance, incremental funding, and deobligations. For further details or questions regarding these provisions, please contact AFLCMC/AZS.

A. Non-DoD Unclassified R&D Project Guidance

1. Initiating a new project

Due to the imprecise and evolving nature of R&D work, the "special relationship" between the FFRDC and the Government, and the need for efficient operation, AFLCMC/AZS designed a streamlined and flexible process requiring basic documentation from MIT-LL and the project sponsor.

During the Non-DoD project formation stage MIT-LL will assign a unique 5-digit project number (ex: MIT-LL Project Number 12345). *The project sponsor shall use this project number in all correspondence with both AFLCMC/AZS and MIT-LL*. The Sponsoring Agreement authorizes the basic project requirements and formulation to be established directly between the project sponsor and MIT-LL. However, all contractual direction and authorization must come from the AFLCMC/AZS Contracting Officer.

Any agency of the U.S. Government may request MIT-LL to undertake studies, research, or technology development projects within the general scope of this contract. The following project documents relevant to the project sponsor are required to initiate a new project:

Document	Description	
Project Statement of Work	Defines the specifically identifiable R&D work requirements, and non-technical aspects of project management, including selection and implementation of a sponsor-assigned Distribution Statement (as required by DoDI 5230.24) and sponsor-identification of projects that will use or generate Controlled Unclassified Information (CUI) This document is typically near-term, may evolve over time, and is formulated, managed, and maintained directly between the project sponsor and MIT-LL.	
	updated at any point between the sponsor and MIT-LL, if the updates do not change the broad scope of the Grey Book Technical Summary.	
<u>Grey Book</u> <u>Technical</u> <u>Summary</u>	A document MIT-LL and the sponsor collaborate on to establish a broad contract technical scope, which will become an attachment to the applicable Task Order issued under the Prime Contract, AND Fulfills the Sponsoring Agreement requirement for MIT-LL to develop a long term, strategic plan of the anticipated research area.	
Government <u>Technical</u> <u>Assessment</u> (GTA)	Documents the Government sponsor concurrence with the Grey Book technical summary, the associated total estimated cost, total estimated period of performance, and, if applicable, the sponsor's severability recommendation. MIT-LL may facilitate this process by populating the Government Technical Assessment with basic project data. The sponsor has the responsibility to sign and submit the GTA to AFLCMC/AZSat <u>AFLCMC.AZS.MIT.LL@us.af.mil</u> and copy MIT-LL Funding Operations at <u>resFundingOps@ll.mit.edu</u>	
Interagency Agreement	Documents the written agreement between the sponsor ("Requesting Agency") and AFLCMC/AZS ("Servicing Agency") that governs the Requesting Agency's requirement and the assistance to be provided by the Servicing Agency. Utilization of the Servicing Agency's contract with MIT- LL assumes that the sponsor's needs can be met utilizing the existing terms and conditions of the AFLCMC/AZS contract. Both the sponsor's program/project	

manager who possesses the budget authority and authority to determine the bona fide need for the support and the AFLCMC/AZS Administrative Contracting Officer (ACO) must sign the agreement.
Sponsor will ONLY utilize the U.S. Treasury Interagency agreement General Terms and Conditions Form 7600A (form instructions are located here) and Interagency Agreement Order Form 7600B (form instructions are located here). IAW DoDI 5000.77. Sponsor must have a signed Interagency Agreement on file to initiate or fund any project. Contact the AFLCMC/AZS ACO with any questions. Submit the Interagency Agreement to AFLCMC AZS at <u>AFLCMC.AZS.MIT.LL@us.af.mil</u> and copy MIT-LL Funding Operations at <u>resFundingOps@ll.mit.edu</u>
IMPORTANT INFORMATION, PLEASE READ:
Per the Secretary of the Air Force (SAF/FMFC AFAFO) Reimbursement Accounting Guidance and Standard Operating Procedures and DoD FMR Volume 11A (Reimbursable Operations Policy), Chapter 1, located <u>here</u> , the combination of reimbursable customer orders and IAAs must contain without exception:
 The authority for entering into the agreement, such as the "Economy Act" (31 U.S.C. § 1535) or the "Project Order Statute" (41 U.S.C. § 6307). A description of the material or services required The established dollar limits The financing source or fund citation The delivery requirements (this may be N/A if it does not apply) The payment provisions The duration of the agreement (e.g. beginning and ending data an its may be defined as
 date or it may include a statement as such: Period of performance will begin effective the date of the customer order acceptance and will not exceed 12 months) 8. The IAA shall be signed by the Sponsoring Agency (Requesting Agency) prior to the Servicing Agency signature.
AFLCMC/AZS will review all customer orders to ensure the required information is included on the Interagency Agreements (IAA). If the required information is not on the IAA, it will not be accepted and will be returned to the Requesting Agency for correction.
<u>NOTE 1</u> : Sponsor is responsible for ensuring the period of performance on the IAA and the period of performance for an individual research project identified on the Government Technical Assessment are consistent.

	NOTE 2: Non-DOD's (RBA): Prior to rejection of an IPAC, please
	contact AFLCMC/AZS to discuss potential reason(s) for rejection of
	IPAC.

2. Process Flowchart - Initiating new Non-DoD Unclassified R&D Projects



3. Processing Timeline- Non-DoD Unclassified R&D Projects

AZS cannot begin the process to contractually incorporate the sponsor's project on contract until a complete package is received. Once a complete package (MIT-LL New Start Documents, Interagency Agreement between the Sponsor and AFLCMC/AZS, Government Technical Assessment, Sponsor Funding Document) is received, AZS requires ~35 business days to document, review, and obtain the necessary approvals (AZS PM, FM, Contracting, and Legal) to issue a Task Order modification. Note: Projects with research involving the use of human subjects may require more time for additional Government reviews and approvals. *No work may begin prior to a project being awarded on contract by AFLCMC/AZS.*

4. Changing an existing project's Cost or Period of Performance/ Estimated Completion Date

All changes to an existing project require the sponsor to coordinate with MIT-LL. The following circumstances will require issuance of a modification by the AFLCMC/AZS Procuring Contracting Officer (PCO):

- a) Cost. Changes to the total estimated cost require an updated and sponsor signed Government Technical Assessment, based on revised cost information provided by MIT-LL.
- b) Period of Performance/Estimated Completion Date. Changes to the project's total estimated period of performance/estimated completion date (no changes to total estimated cost) require written concurrence from the sponsor. Written concurrence may be provided directly to MIT-LL (email will suffice).
- c) Grey Book Technical Summary. Changes within the broad scope described in the Grey Book Technical Summary may require an updated Grey Book Technical Summary be coordinated between the sponsor and MIT-LL. New work beyond the scope of the Grey Book Technical summary will normally require a new project to be initiated.

Note: Changes to the Project Statement of Work within scope of the Grey Book technical summary may be managed directly between the sponsor and MIT-LL and updated as necessary. If an update or extension to the current Interagency Agreement is needed, the sponsor should contact the AFLCMC/AZS Program Manager (PM) directly (See section IV Points of Contact).

5. Funding projects

Reimbursable Budget Authority (RBA) will be used for funding documents from non-DoD agencies. Costs/invoices shall be paid consistent with fiscal law.

The sponsor's program office must be the subject matter expert on the type of non-DoD funds being provided. Non-DoD sponsors will ensure their funding documents comply with the following:

- a) AFI 65 118, All funding documents must contain:
 - a. Period of Performance of the Project including start and end date. Please contact AFLCMC/AZS or MIT/LL for contractual dates.
 - b. Contract Number (FA8702-15-D-0001)
 - c. Project Number
 - d. Amount certified on funding document
- b) Include the statement: "These funds are provided for obligation in support of MIT-Lincoln Laboratory Project Number ____. Project sponsor e-mail address for acceptance documentation is ____."
- c) Identify the year and the obligation life of these funds. For example, "FY21 twoyear funds", or "FY21 – one-year funds". If they are no-year funds, or the funds do not expire, that should be annotated.
- d) Provide an Agency Location Code (ALC), Treasury Account Symbol (TAS) code, and a Program Element Code (PEC) for each Line of Accounting (LOA). These codes are required by Defense Financial and Accounting Services (DFAS) to process reimbursements through the Intra-Government Payment and Collection (IPAC) System. In addition, the USAF is required to follow the DoD Financial Management Regulations when funding work in support of a non-DoD agency. Specific codes can be found in FAQ #13 in Section V below.
- e) Include the statement: "By signing this document, the signatory hereby verifies that the funds are of a type appropriate for the particulars of this specific requirement".
- f) Include payment for a cost recovery charge to support the assisted acquisition service and meet the intent of the Economy Act (31 USC §1535 and §1536). The most current Assisted Acquisition Cost Recovery Charge Letter details instructions and the cost recovery charge amount, which is tiered, based on the type of action. The cost recovery charge is assessed on every line of accounting, and can be a separate line item, or taken directly out of the funding lines on the funding documents submitted by the sponsor. The IAA must include the statement <u>"I understand the purpose of the cost recovery charge and agree</u> to make funds available to pay this cost per transaction".

- g) Provide a Determination and Findings (D&F) if citing authority under The Economy Act (FAR 17.502-2(c)). The D&F must be approved by a Contracting Officer of the requesting agency with authority to contract for the supplies or services to be ordered, or by another official designated by the agency head.
- h) Period of Performances will conclude at the end of a month to align with MIT-LL's billing cycle.

Submit all funding documents to the AFLCMC AZS/MIT-LL Finance Common Mailbox at <u>AFLCMC.AZS.MIT.LL@US.AF.MIL</u> and copy MIT-LL Funding Operations at <u>resFundingOps@ll.mit.edu</u>

Mailing address for AZS FM is:

AFLCMC/AZS Attention: FFRDC Financial Management 20 Schilling Circle Bldg. 1305, 3rd Floor Hanscom AFB, MA 01731-2800

Common reasons a funding document may not be accepted are located in FAQ #12 **below.**

B. Non-DoD Classified R&D Project Guidance

1. Initiating a new project

Due to the imprecise and evolving nature of R&D work, the "special relationship" between the FFRDC and the Government, and the need for efficient operation, AFLCMC/AZS designed a streamlined and flexible process requiring basic documentation from MIT-LL and the project sponsor.

During the Non-DoD project formation stage MIT-LL will assign a unique 5-digit project number (ex: MIT-LL Project Number 12345). *This project number shall be used in all correspondence with both AFLCMC/AZS and MIT-LL*. The Sponsoring Agreement authorizes the project requirements to be established directly between the project sponsor and MIT LL. However, all contractual direction and authorization must come from the AFLCMC/AZS Contracting Officer.

Any agency of the U.S. Government may request MIT-LL to undertake studies, research, or technology development projects within the general scope of the contract. This does not mean that every request will be fulfilled; there is a process to determine which work MIT

LL will elect to take on. The following project documents relevant to the project sponsor are required to initiate a new project:

Document	Description
Project Statement of Work (SOW)	Defines the specifically identifiable R&D work requirements, and non- technical aspects of project management, including selection and implementation of a sponsor-assigned Distribution Statement (as required by DoDI 5230.24) and sponsor-identification of projects that will use or generate Controlled Unclassified Information (CUI) This document is typically near-term, may evolve over time, and is formulated, managed, and maintained directly between the project sponsor and MIT-LL. This document is not contractually binding, therefore, it may be updated at any point between the sponsor and MIT-LL, provided that the changes are within scope of the Grey Book Technical Summary.
	If the SOW itself is classified MIT-LL and the project sponsor shall work together to create a Project SOW that will be maintained at the appropriate classification level.
<u>Grey Book</u> <u>Technical</u> <u>Summary</u>	Developed collaboratively between MIT-LL and the sponsor, this document establishes a broad contract technical scope which will be an attachment to the applicable Task Order issued under the Prime Contract.
	AND Fulfills the Sponsors requirement for MIT-LL to develop a long term, strategic plan of the anticipated research area. The sponsor and MIT-LL will maintain this document at the appropriate classification level. Due to the classified nature of the work, when providing this document to AFLCMC/AZS, the Grey Book Technical Summary may simply state the project number and "classified" as the description.
Special Checklist	Documents the project sponsor concurrence with the Grey Book technical summary, the associated total estimated cost, total estimated period of performance, and if applicable, the sponsor's severability determination.
	MIT-LL may facilitate this process by populating the checklist with basic project data. The sponsor is responsible for signing and submitting the checklist to AFLCMC AZS at <u>AFLCMC.AZS.MIT.LL@us.af.mil</u> . NOTE: The checklist is designed to facilitate review at an <u>unclassified</u> level. If the checklist cannot be filled out or sent at an unclassified level, AFLCMC AZS Contracting representatives will arrange review in an appropriate location. Ensure the document is marked per the program's Security Classification Guidance.

2. Process Flowchart – Initiating Classified Non-DoD R&D Projects



3. Processing Timeline- New Classified Non-DoD R&D

AZS cannot begin the process to contractually incorporate the Sponsor project until a complete package is received. Once a complete package (MIT-LL New Project Start Documents, Sponsor <u>Special Checklist</u>, Sponsor Funding Document) is received, AZS requires ~37 business days to document, review, and obtain the necessary approvals (AZS PM, FM, Contracting, and Legal) to issue a Task Order/modification. This includes two additional days for the AFLCMC/AZS CFO to review classified documents. Note: Projects with research involving the use of human subjects may require more time for additional Government reviews and approvals. The desired start date must be no earlier than 30 business days from when the sponsor expects to send their <u>Special Checklist</u> and Funding Document. *No work may begin prior to a project being awarded on contract by AFLCMC/AZS*.

4. Changing an existing project's Cost or Period of Performance/ Estimated Completion Date

All changes to an existing project require the sponsor to coordinate with MIT-LL. The following circumstances will require issuance of a modification by the AFLCMC/AZS PCO:

- a) Cost. Changes to the total estimated cost require a <u>Changes Checklist for Classified</u> <u>R&D Projects</u>, with revised cost information provided by MIT-LL.
- b) Period of Performance/Estimated Completion Date. Changes to the project's total estimated period of performance/estimated completion date (no changes to total estimated cost) require written concurrence from the sponsor. Written concurrence may be provided directly to MIT-LL via email.
- c) Grey Book Technical Summary
 - 1- Changes within the broad scope described in the Grey Book Technical Summary may require an updated Grey Book Technical Summary be coordinated between the sponsor and MIT-LL. New work beyond the scope of the Grey Book Technical summary will normally require a new project to be initiated.
 - 2- Changes to the Grey Book Technical Summary, to include the total estimated cost or total estimated period of performance, require AFLCMC/AZS contracting action. When this occurs, sponsor shall complete a <u>Changes Checklist for</u> <u>Classified R&D Projects</u>, provide to MIT-LL through secure channels, and indicate whether the Checklist is considered Unclassified or Classified.

Note: Changes to the Project Statement of Work within scope of the Grey Book technical summary may be managed directly between the sponsor and MIT-LL and updated as necessary.

If an update or extension to the current Interagency Agreement is needed, the sponsor should contact the AFLCMC/AZS Program Manager (PM) directly.

If the completed <u>Changes Checklist for Classified R&D Projects</u> is considered Unclassified, MIT-LL will send the Checklist directly to AFLCMC/AZS. If considered Classified, MIT-LL will secure the Checklist in their program space for AFLCMC/AZS review.

5. Funding classified projects

Follow the same guidance as listed on page 9 under Funding Projects.

Please include the statement: "These funds are provided for obligation in support of MIT-Lincoln Laboratory Project Number _____. Project sponsor e-mail address for acceptance documentation is _____."

If the funding document is unclassified, sponsor should send their funding document directly to the AFLCMC/MIT-LL Finance Common Mailbox: <u>AFLCMC.AZS.MIT.LL@us.af.mil</u> and cc'd MIT-LL Funding Operations at <u>resFundingOps@ll.mit.edu</u>

Mailing address for AZS FM is:

AFLCMC/AZS Attention: FFRDC Financial Management 20 Schilling Circle Bldg. 1305, 3rd Floor Hanscom AFB, MA 01731-2800

If the funding document is classified, sponsor should send their document through appropriate channels based on classification.

Common reasons a funding document may not be accepted are located in FAQ #12.

C. Deobligations

If deobligation of funds is required or line of accounting adjustments by sponsor should be needed, send appropriate funding documents for your deobligations or line of accounting changes directly to AFLCMC Common Mailbox: <u>AFLCMC.AZS.MIT.LL@us.af.mil</u> and copy MIT-LL Funding Operations at <u>resFundingOps@ll.mit.edu.</u>

All non-DoD customers must send AFLCMC/AZS a form 7600B to deobligate funding off of contract.

Mailing address for AZS FM is:

AFLCMC/AZS Attention: FFRDC Financial Management 20 Schilling Circle Bldg. 1305, 3rd Floor Hanscom AFB, MA 01731-2800

If the funding document is considered classified, sponsor should send their document through appropriate channels based on classification. AFLCMC/AZS will coordinate with MIT-LL for concurrence with de-obligation request. Please note that deobligation of funds doesn't mean that the project is closed as final billing may still need to occur as well as ACO disposition of Government property.

D. Annual Sponsor Evaluation

An annual sponsor evaluation for MIT Lincoln Laboratory is required by the Department of Defense Sponsoring Agreement. This evaluation of sponsored research is intended to assure the DoD of product quality and to identify areas of improvement. Each Government Program Manager sponsoring a MIT-LL project should complete an evaluation of contractor performance once a year. AFLCMC/AZS will send a request for the evaluation each October, with a response date of January (three months later).

E. Facilities Modernization Charge

MIT-Lincoln Laboratory was founded in 1951 on Hanscom AFB, MA. However, its facilities are now over 50+years old, and many do not meet 21st-century design standards for

research. This limits the laboratory's ability to perform state-of-the-art research, and space constraints further hamper its mission. The cost of repairing and maintaining these obsolete facilities is unsustainable, and failing to address this issue will lead to increased costs and delayed research. The DoD and MIT-LL developed a phased Facilities Modernization Plan (FMP) that is currently being implemented.

Disbursement of charges for each project:

MIT-LL will divide the Facilities Modernization Charge (FMC) for the Government's fiscal year evenly among the 12 monthly invoices for that FY. Each project's pro-rata share of the Modernization Charge for each month will be determined by dividing its allowable costs by the total allowable costs for all active projects. The monthly Facilities Modernization Charge for each project will be calculated by multiplying its pro-rata share with the monthly FMC amount.

III. Estimated Processing Timelines

Special Note: This is contingent on receipt of complete packet. This includes the MIT-LL submission of all required documents (Signed GTA, special checklists, etc.) and funding.

New Projects	Business Days
Non DoD (Non Special / Unclass)	35
Non DoD (Special / Classified)	37

PoP Change	Business Days
Non DoD (Non Special / Unclass)	20
Non DoD (Special / Classified)	22

Cost Changes	Business Days
Non DoD (Non Special / Unclass)	32
Non DoD (Special / Classified)	34

Incremental Funding	Business Days
Non DoD (Non Special / Unclass , Special / Classified)	37

De-Obligations, Supplemental, and Administrative	Business Days
De-Obligations All	21
Supplemental Agreement All	18
Administrative All	20

IV. Points of Contact

For unclassified communication only

AFLCMC/AZS Program Manager Common Inbox: <u>AFLCMC.AZS.MIT.LL@us.af.mil</u> AFLCMC/AZS Financial Management Common Inbox: <u>AFLCMC.AZS.MIT.LL@us.af.mil</u> AFLCMC/AZS Financial Management Fax: 781-225-2141 MIT-LL Finance/Funding Operations Common Inbox: <u>resFundingOps@ll.mit.edu</u>

Classified communications should be in accordance with agency and project specific security requirements.

AFLCMC/AZS Personnel - POC list can be found here.

V. Frequently Asked Questions (FAQs)

1. What is a Grey Book Technical Summary, and why does that get incorporated into the Prime Contract instead of my project Statement of Work?

The <u>Grey Book Technical Summary</u> is a high level description of the long term, broad technical scope of the research project. The nature of R&D work requires flexibility in managing the technical requirements. A broad technical scope via the Grey Book Technical Summary is incorporated into the Prime Contract to provide the sponsor and MIT-LL with maximum flexibility in directly managing their research projects. This approach limits the need for numerous contract changes as the research requirements and technical approach evolve.

2. Why is the total estimated cost (TEC) and the total estimated period of performance (POP) different from the schedule and cost detailed in my project Statement of Work?

The TEC and the total estimated POP in the <u>Government Technical Assessment</u> is an estimated cost/schedule associated with the entire broad scope of work described in the <u>Grey Book Technical Summary</u>. It is intended to capture the totality of the potential research effort to again avoid the administrative burden of separately approving and contracting for short term segments of work. There is no commitment on the sponsor's part to fund the entire estimated cost, unless the project must be fully funded in accordance with Financial Management Regulations.

3. What are the advantages of having a long-term, broad technical scope of work (i.e. Grey Book Technical Summary), with a Total Estimated Cost and Total Estimated POP?

Having a longer term, broad technical scope of work, with an associated Total Estimated Cost and Total Estimated POP maximizes sponsor and MIT-LL flexibility in executing and managing their projects, while minimizing the number of contractual actions/changes. Having a narrow scope of work with a short term cost and schedule would result in additional processing, paperwork, and administration for all parties, which could lead to unnecessary project delays. The sponsor is only responsible for funding the current increment and may stop funding and therefore stop the research at any time.

4. What is a Government Technical Assessment?

The <u>Government Technical Assessment</u> ensures and documents sponsor concurrence with the <u>Grey Book Technical Summary</u>, including the associated total estimated cost, the total estimated period of performance based on MIT-LL cost and schedule information. The AFLCMC /AZS Contracting Officer will use this assessment in performing a fair and reasonable cost determination.

5. Does signing the Government Technical Assessment obligate me to the total estimated cost and total estimated period of performance?

Signing the <u>Government Technical Assessment</u> is NOT a commitment of the part of the sponsor to fund the entire estimated cost. As an incrementally funded, cost reimbursable contract vehicle, and in accordance with the Limitation of Funds clause, FAR 52.232-22, the Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government. The sponsor is only committed to the project to the extent funds have been obligated against the individual project contract line item.

6. What is the difference between a Severable and a Non-Severable project, and how does that impact the total estimated period of performance?

A non-severable project is one that produces a single or unified outcome, product, or report that cannot be subdivided for separate performance in different fiscal years. Non-severable projects have no period of performance limitation. As a research laboratory, the majority of MIT-LL projects are considered non-severable.

A severable project is one where the sponsor realizes a benefit at the time services are performed, even if the project has not been performed to completion.

Projects that are considered severable and are funded with an annual appropriation have statutory limitations on the period of performance. Projects that are nonseverable, and are funded with an annual appropriation (e.g. O&M funds), do not have period of performance limitations but must be fully funded at award. It is also important to note that severability is based on the nature of the work not the budget available. The sponsor should verify with their agency Financial Manager/Budget Specialist if they are unsure as to the severability or period of performance restrictions based on the appropriation. The Requesting Agency and Servicing Agency must coordinate on the severability of the work.

7. How long does it take for a new project to go on contract?

After MIT-LL and sponsor submission of all required documents, AFLCMC/AZS generally takes 35-37 business days to document, review, and obtain approval for a new project to go on contract. Certain projects require more time than others due to the project type (Non-DoD Unclassified and Classified) and research work involved (e.g., projects with research involving the use of human subjects may require more time for additional reviews, determinations and approvals. Also, special projects that are unable to process a special checklist at an unclassified level may require additional time).

8. Can I use my funding document to dictate the project schedule?

Funding documents shall not be used to dictate the project schedule. Any expected timelines in regards to the schedule of the project should be addressed in the project documents (Government Technical Assessment).

9. Whom should I contact if I have issues with MIT-LL's performance?

The first contact should be through direct communication with the MIT-LL Project manager or principle investigator performing your individual project. If that fails to

resolve the issue the Sponsor may email <u>AFLCMC.AZS.MIT.LL@us.af.mil</u> or call the AFLCMC/AZS Program Management or Contracting POCs identified in Section IV.

10. How is property acquired or developed under my research project accounted for?

The purpose of the MIT-LL contract is to perform research and deliver the results of that research to the project sponsor. MIT-LL is prohibited from competing with private industry and producing or delivering supplies or end items to Government customers. As such all equipment and other property items acquired or developed by LL in the performance of sponsored research are U.S. Government property which remains accountable under the Laboratory's Prime Contract with the Air Force. As such, they are not available as contract deliverables to the project sponsor. However, in accordance with established procedures, if such items are needed to fulfill requirements for field testing, operational evaluation and or data gathering, they may be available for formal transfer to the sponsor during the project or once the research project is completed.

Questions on how to initiate a property transfer may be addressed to the AFLCMC/AZS ACO. Other items acquired under the project can be available for transfer to the sponsor provided other sponsored research programs at the Laboratory have no requirement for the property.

11. How can I receive a copy of the contract modification or funding acceptance documents?

Contract modifications and funding acceptances are disbursed ONLY to the FM Points of Contacts that are listed on the funding documents. Please check Electronic Data Access (EDA) via Procurement Integrated Enterprise Environment (PIEE) for a copy of the award/modification prior to submitting a request to AFLCMC/AZS.

12. How can I ensure my funding document will be accepted?

Common errors for all funding documents include:

- Project number is missing
- Incorrect appropriation in the line of accounting
- Unsigned Interagency Agreements (IAAs) order Form <u>7600A</u> (form instructions are located <u>here</u>) & <u>7600B</u> (form instructions are located <u>here</u>).
- Hand written, pen & ink, changes

13.What are the codes required to be included on funding documents?

- Agency Location Code (ALC) 0000-3801 (required for Non-DoD sponsors)
- Treasury Account Symbol (TAS) code 057202220233600 (For all FY21 IAA documents, sponsor must include Air Force TAS code
- Business Partner Number (BPN) DODFA8702

- BETC DISB (Required for Non-DoD sponsors)
- Product Service Code (PSC) AC32

These codes are required by Defense Financial and Accounting Services (DFAS) to process reimbursements through the Intra-Government Payment and Collection (IPAC) System. In addition, the USAF is required to follow the DoD Financial Management Regulations when funding work in support of a non-DoD agency.

14. Is the Contractor (MIT LL) a party to the Interagency Agreement (IAA)?

No. By definition the IA is not a contract but an internal agreement solely between two Government parties where one Government party (Requesting Agency) is asking to use the services of another Government party (Servicing Agency). In this case, the non-DOD Agency is requesting to use the acquisition and contracting services of AFLCMC/AZS and the existing research contract between AFLCMC/AZS and MIT LL in order to meet the research needs of the non-DOD agency.

15. Does the non-DOD Requesting Agency need to provide a contracting officer to oversee the non-DOD Agency's research program?

No. The IAA provides AFLCMC/AZS agreement that the non-DOD Requesting Agency can use the existing contract between MIT LL and AFLCMC/AZS to meet the non-DOD Agency needs. As such only the AFLCMC/AZS Contracting Officer(s) have contracting authority over this FFRDC contract and only the AFLCMC/AZS Contracting Officer(s) can provide contractual direction to MIT LL. The non-DOD Agency is responsible for technical and programmatic oversight of their individual research programs but all contracting matters are solely the responsibility of AFLCMC/AZS Contracting Officers.

16. Do I need to negotiate a Non-Disclosure Agreement (NDA) with MIT-LL?

No, a blanket NDA is currently on the prime contract as Attachment 7. The NDA is used to facilitate the timely and effective discharge of MITLL's FFRDC responsibilities, the U.S. government desires that MIT-LL be given special access to Government, contractor, subcontractor, and supplier proprietary and sensitive information. The blanket NDA is used to relieve MIT-LL from the burden of negotiating separate, program specific confidentiality or nondisclosure agreements.

VI. Attachments

	Unclassified	Classified
Attachments	Non-DoD	Projects
1. <u>Grey Book Technical Summary</u>	Х	Х
2. <u>Government Technical Assessment</u>	Х	
3. <u>Interagency Agreement</u>	Х	
4. <u>Special Checklist for Classified R&D Projects</u>		Х

Attachments Required for Initiating a New R&D Project

Other Attachments

	Unclassified	Classified
Attachments	Non-DoD	Projects
5. <u>Assisted Acquisition Cost Recovery Charge Letter</u>	Х	Non-DoD
		only
6. <u>Changes Checklist for Classified R&D Projects</u>		Х