



**PROJECT AGREEMENT BETWEEN
THE CENTER FOR AUDIT EXCELLENCE AND**

The Center for Audit Excellence (“Center”) and

()

each hereinafter referred to as “a Party” and together as “the Parties,” hereby enter into this Agreement for the Center to provide (enter items and date(s)):

PURPOSE

Whereas _____ has requested that the Center provide service to _____ staff certain training, the purpose of this Agreement between the Center and agency is to provide:

Section 2 - BACKGROUND

The Center, an entity within the U.S. Government Accountability Office, is authorized under section 791 of title 31, United States Code, to build institutional auditing capacity and promote good governance by providing affordable, relevant, and high-quality training, technical assistance, and products and services to qualified personnel and entities of governments (including the Federal Government, state and local governments, tribal governments, and governments of foreign nations), international organizations, and other private organizations.

Section 3 - COORDINATION

For the Center:

For _____ :

Kate Siggerud, Director
Center for Audit Excellence
441 G Street NW
Room 1818
Washington, DC 20548
USA
(202) 512-6570
siggerudk@gao.gov

Name:

Title:

Address:

Phone:

The Points of Contact, on behalf of their respective Party and working in concert, shall be responsible for the participation of their respective personnel, including planning, coordination, and scheduling of the elements of the project outlined herein. Any notice required under this Agreement shall be provided to the appropriate Party's Point of Contact.

Section 4 - SCOPE OF WORK

The Center agrees to:

Section 5 - PAYMENT TERMS AND CONDITIONS

5.1 The Parties agree the _____ will pay _____ to the Center for providing services requested.

5.2 The Center will invoice _____ after the completion of the training.

5.3 _____ will (check one):

Submit payment via the Pay.Gov website within 20 calendar days of receiving the invoice. Payment through Pay.Gov can be made with a credit card or by Automated Clearing House (ACH).

Or

Submit payment via an Intra-Governmental Payment and Collection agreement (IPAC) no later than 30 calendar days after receiving an invoice from the Center.

The GAO and _____ financial contacts for billing purposes are:

For the Center:

Brandon Perry, Budget Analyst
Financial Management and Business
Operations
202-512-5616
perryb@gao.gov

For _____ :

Name:

Title:

Phone:

Email:

5.4 Execution of this Agreement by _____ hereby constitutes a certification that funds are available to pay for this agreement.

Section 6 - SUPPORT

_____ will support the project undertaken pursuant to this Agreement by identifying and providing appropriate personnel to work with Center personnel, including all administrative support necessary for Center personnel to carry out the obligations under this Agreement.

Section 7 - FORCE MAJEURE

If any of the Parties are rendered unable to perform their responsibilities due to a force majeure, all obligations for all parties herein may be suspended, at the discretion of the affected Party, during the period of the continuance of such inability. The affected Party must provide reasonable notice of its inability to perform. The term "force majeure" refers to war, civil disturbances, terrorist attacks, natural disasters, strikes, a Government shutdown resulting from a lapse of appropriation, and other events not caused by or within the control of the affected Party. In the event of suspension of duties due to a force majeure, the Parties may consult and endeavor jointly to resolve any attendant difficulties, including the possibility of either completing or terminating this Agreement.

Section 8 - RESOLUTION OF DIFFICULTIES

Any questions concerning the interpretation or execution of this agreement will be resolved through consultations between the Parties by mutual agreement and will not be referred to any other body for resolution.

Section 9 - CLAIMS

No claim will be brought against the Center or its employees or contractors that may arise as a result of the services furnished under this Agreement.

Section 10 - ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

This Agreement may not be assigned, transferred, or subcontracted to another entity.

Section 11 - ENTRY INTO FORCE, AMENDMENT, DURATION, AND TERMINATION

11.1 This Agreement shall enter into force upon date of last signature and remain in force (subject to Section 11.3) until _____, or upon completion of all Agreement activities specified herein, whichever occurs earlier. This Agreement may be extended by written agreement of the Parties if work under this Agreement remains to be completed.

11.2 This document contains all terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be considered to exist or to bind either of the Parties to this Agreement. This Agreement may be amended at any time by mutual consent in writing by the Parties. Consent to amend this Agreement shall specify the date upon which such amendment(s) shall take effect.

11.3 The Parties may terminate this Agreement by mutual consent in writing at any time. Either Party may unilaterally terminate this Agreement upon 25 calendar days' advance written notice to the other. If this agreement is terminated for any reason by mutual consent or unilaterally by _____, _____ will be liable for all costs incurred by the Center prior to the effective date of termination and any costs required for the orderly closeout of the project, not to exceed \$ _____.

In witness whereof, the Parties have executed this Agreement on the dates below:

For the Center:

For _____ :

Name/Signature:

Name/Signature:

Title:

Title:

Date:

Date:

ADDENDUM