**Attachment J-7**

**Associate Contractor Agreement**

This attachment is in support of the Evolve Solicitation

A. Introduction

The purpose of this Associate Contractor Agreement (ACA) is to facilitate cooperation, coordinate information exchange, and provide contacts for contract-to-contract interfaces.

B. Objective

The purpose of this Associate Contract (ACA) is to document the roles and responsibilities of the [insert name] and [insert name] contracts. The [insert name] and [insert name] Programs may require coordination through interfaces to bring [insert type of service] services to Department of State (DOS). It is our collective goal to ensure that inter-contract interactions are seamless to DOS. The working relationship and interface points discussed in this agreement are not intended to change any of the contractual requirements of the [insert name] and the [insert name] contracts. The relationships and interface points described in this agreement are representative of how each program will fulfill the purpose of this agreement.

C. Background

The types of support required by the DOS include: [insert names of services covered by this ACA]

The primary purpose of the [insert name] contract is to provide [insert list of services provided] services.

The primary purpose of the [insert name] contract is to provide [insert list of services provided] services.

D. Roles and Responsibilities

Both companies will adhere to the provisions of the respective work statements for [insert name] and [insert name]. This document serves as a guideline to clarify the roles and responsibilities of the [insert name] and [insert name] teams for tasks that require shared responsibilities and/or interactions of both parties.

[insert name] team’s responsibilities include:

* [insert a list of tasks to be accomplished that are impacted by this ACA]
* [insert name] Point of Contact (POC) will ensure that TBD are provided to the [insert name] Team and updated whenever changes occur.

[insert name] team's responsibilities include:

* [insert responsibilities]

In relation to these responsibilities, the [insert name] Team will provide advanced schedules for all planned activities that may impact service delivery to the [insert name] in any way. The [insert name] Team is responsible for notifying [insert name] in advance of any plans that are outside the planned, periodic maintenance activities provided on the distributed schedules. The [insert name] Teams will coordinate with the appropriate POC in advance of [X].

The [insert name] Team will notify the [insert name] of any [unplanned service degradations or outages or based on defined severity levels]. [Unplanned outage notifications] will be issued by [insert name] using the [insert name] provided notification list. DOS will facilitate and coordinate interfaces between both companies. In addition, both companies will include DOS points of contact on communications to ensure that Department personnel remain fully aware of actions and activities. Both companies will participate in incident reporting (defined below in the section on Incident Management).

E. Escalation of Issues

Issues that cannot be resolved by the immediate supervisor/manager will be escalated to the associated Program Managers of each contract. The [insert name] and [insert name] program managers will determine any issue requiring escalation to their respective contract officials. The DOS Contracting Officer's Representative (COR) for [insert name] and [insert name] will be the escalation point for resolving issues that cannot be mutually agreed upon between contractors. In no event shall this agreement be used as justification for resolving an issue solely between contractors that would otherwise, by law or regulation, have required the involvement or approval of a Contracting Officer's Representative (COR), or Contracting Officer.

F. Incident Management

[Insert name] and [insert name] will deal with all unplanned interruptions or reductions in the quality of service in a cooperative and collaborative manner when there are potential impacts to the service. The [insert name] and [insert name] service organizations will provide the following:

[insert name] Team:

* Contact the appropriate POC based on a provided call list (attached)
* Provide case ownership of incidents until the service is restored or ownership is reassigned.
* Provide communications to [insert name] POCs and maintain regular communications between all parties through incident resolution
* Resolve assigned incidents in collaboration and coordination with the [insert name] team, when required.
* Schedule tag-up meetings related to incidents and problem resolution as necessary.

[insert name] Team:

* Contact the [insert name] Service Desk at [insert name] to report any incidents related to the services provided by the [insert name] Team.
* Provide the [insert name] Team specific instructions when requesting assistance with diagnosing incidents.
* Support incident resolution and problem analysts in collaboration and coordination with the [insert name] Team, if required.
* Participate in tag up meetings for incident or problem review when scheduled.

G. Period of Effectiveness

This ACA will be effective [insert date], and will remain in full force and in conjunction with all [insert name] and [insert name] contract periods applicable to this agreement as exercised by an authorized DOS Contracting Officer.

H. Organizational Conflict of Interest

The [insert name] and [insert name] contractors mutually agree there is the potential for improper disclosure of or unequal access to Non-Public or Proprietary Information as a result of performance on the [insert name] and [insert name] programs. Both patties mutually agree to comply with the Organizational Conflict of Interest Plan and associated contract provisions contained in their respective contracts, inclusive of training, execution of Non-Disclosure Agreements (NDA) as required and penalties for non-compliance in the event a violation occurs.

I. Proprietary/Confidential Information

In carrying out the terms of this Agreement, it may be necessary for the [insert name] and [insert name] teams to provide or exchange proprietary and or confidential information to one another. In such event, the disclosure and use of proprietary and or confidential information shall be in accordance with any separate Non-Disclosure Agreement between the Parties.

J. Change Procedure

All costs associated with this agreement are included in the negotiated costs of the [insert name] and [insert name] contracts. Any administrative or technical changes concerning this agreement shall be negotiated between each designated contract representative and will require concurrence and reauthorization by the equivalent level of signatories. In the event any potential technical change may affect the scope or value of the [insert name] or [insert name] contracts, each contractor shall comply with the appropriate "Special Provisions for Contract Changes" clause of their respective contract.

K. Inherently Governmental Functions

In no event shall this agreement be used as justification for the performance of inherently governmental functions by contractors as defined by Office of Management and Budget (Office of Federal Procurement Policy) Policy Letter 11-01.

L. Exclusion of Liability

Neither [insert name] nor [insert name] shall have any liability to the other under this agreement, whether direct, indirect, consequential or otherwise; however arising, and whether or not a party made the other aware of the likelihood of any such damages occurring.

M. Conclusion

It is the intent of the [insert name] and [insert name] contractors to provide seamless, comprehensive solutions to DOS requirements as stated above to ensure robust communication, and cooperation for the duration of their respective contracts.

IN AGREEMENT, the parties sign duplicate originals of this Agreement.

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[insert name, company, and job tile] [insert date]

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[insert name, company, and job tile] [insert date]