

## **“SPECIAL STUDIES” AGREEMENTS**

The “Special Studies” authority, 15 U.S.C. § 1525 (first paragraph), permits DOC to provide, upon the request of any person, firm, or public or private organization (1) special studies on matters within the authority of the Department of Commerce, including preparing from its records special compilations, lists, bulletins, or reports, and (2) furnishing transcripts or copies of its studies, compilations, and other records.

These services and products can be provided only upon the payment of the actual or estimated costs of such special work. Payment for work or services performed under this authority must be deposited in a separate account or accounts which may be used to pay directly the costs of such work or services, to repay or make advances to appropriations or funds which do or will initially bear all or part of such costs, or to refund excess sums when necessary.

If the special study being requested provides a special benefit beyond those received by the general public, then the agreement is subject to OMB Circular A-25. OMB Circular A-25 defines “special benefits” as follows:

a. Special benefits 1. Determining when special benefits exist. When a service (or privilege) provides special benefits to an identifiable recipient beyond those that accrue to the general public, a charge will be imposed (to recover the full cost to the Federal Government for providing the special benefit, or the market price). For example, a special benefit will be considered to accrue and a user charge will be imposed when a Government service: (a) enables the beneficiary to obtain more immediate or substantial gains or values (which may or may not be measurable in monetary terms) than those that accrue to the general public (e.g., receiving a patent, insurance, or guarantee provision, or a license to carry on a specific activity or business or various kinds of public land use); or (b) provides business stability or contributes to public confidence in the business activity of the beneficiary (e.g., insuring deposits in commercial banks); or (c) is performed at the request of or for the convenience of the recipient, and is beyond the services regularly received by other members of the same industry or group or by the general public (e.g., receiving a passport, visa, airman's certificate, or a Custom's inspection after regular duty hours). The Circular requires that the charges for the services must be sufficient to recover the full cost to the Federal Government. Exceptions to the requirement of full cost recovery are set forth in the Circular and in Chapter 12.07 of the DOC Accounting Principles and Standards Handbook.

NOTE: Agreements are subject to legal review and clearance in accordance with your office's policies and procedures. For advice on whether a certain transaction should be undertaken pursuant to the Special Studies Authority or some other authority, contact the General Law Division, Office of the Assistant General Counsel for Administration, at (202) 482-5391.

**Model “Special Studies” Agreement.**

MEMORANDUM OF UNDERSTANDING

THROUGH WHICH  
***[name of other party]***

IS PURCHASING  
***[state what they are purchasing]***

FROM

***[name of your operating unit]***  
U.S. DEPARTMENT OF COMMERCE  
**Agreement No. \_\_\_\_**

3

1. PARTIES AND PURPOSE

This Memorandum of Understanding (MOU) establishes an agreement between the ***[name of other party]*** and ***[name of DOC office]***, U.S. Department of Commerce (DOC), through which ***[name of other party]*** will pay ***[name of DOC office]*** for ***[provide a general description of the good/service for which the other party is paying]***.

2. AUTHORITY

The authorities for ***[name of other party]*** and DOC to enter into this agreement are:  
(1) the “Special Studies” authority, 15 U.S.C. § 1525 (first paragraph), which permits DOC to provide, upon the request of any person, firm, or public or private organization (a) special studies on matters within the authority of the Department of Commerce, including preparing from its records special compilations, lists, bulletins, or reports, and (b) furnishing transcripts or copies of its studies, compilations, and other records; and  
(2) ***[if the other party is a State or local government organization, set forth the other party’s legal authority under which it is making the purchase for goods/or services, i.e., the programmatic authority to which the purchase is related]***.

3. TERMS AND CONDITIONS

***[State the terms and conditions of the agreement, i.e., what it is specifically that the other party is purchasing, delivery requirements, and the amount that your office will receive as payment.]***

***[Unless a waiver is obtained in accordance with OMB Circular A-25, the agreement should include the following sentence: {Name of your office} will achieve full cost recovery for the goods and services it is providing under this agreement.]***

#### 4. TRANSFER OF FUNDS

***[Explain the details of how the other party will pay for the goods/services, e.g., whether payments will be monthly, quarterly, in advance, etc.]***

#### 5. CONTACTS

The contacts of each party to this agreement are:

***[Name of DOC contact]***  
***[title of DOC contact]***  
***[Address of DOC contact person]***

4

phone: ***[phone number of DOC contact person]***  
fax : ***[fax number of DOC contact person]***  
E-mail: ***[E-mail address of DOC contact person]***

***[Name of other party's contact person]***  
***[title of other party's contact person]***  
***[address of other party's contact person]***  
phone: ***[phone number of other party's contact person]***  
fax : ***[fax number of other party's contact person]***  
E-mail: ***[E-mail address of other party's contact person]***

The parties agree that if there is a change regarding the information in this section, the party making the change will notify the other party in writing of such change.

#### 6. DURATION OF AGREEMENT, AMENDMENTS AND MODIFICATIONS

This agreement will become effective when signed by all parties. The agreement will terminate on ***[date]***, but may be amended at any time by mutual consent of the parties. ***[NOTE: If the agreement will last longer than 3 years, the following sentence should be included in the agreement: "The parties will review this agreement at least once every three years to determine whether it should be revised, renewed, or canceled."]***

Any party may terminate this agreement by providing \_\_\_ days written notice to the other party. This agreement is subject to the availability of funds.

#### 7. RESOLUTION OF DISAGREEMENTS

Should disagreement arise on the interpretation of the provisions of this agreement, or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement on interpretation is not reached within thirty days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

\_\_\_\_\_  
***[signature of person who has authority to bind other party to the agreement]***  
***[typed name]***  
***[typed title]***

***[typed name of other party]***  
***[typed address of other party]***

---

***[date]***

---

***[signature--must be an official with  
authority to sign "special studies"  
Agreements]***

***[typed name]***

***[typed title]***

***[typed office at DOC]***

U.S. Department of Commerce

***[typed address]***

---