

CPSC-I-12-0015
INTERAGENCY AGREEMENT
BETWEEN THE
U.S CONSUMER PRODUCT SAFETY COMMISSION AND
THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY
ENGINEERING LABORATORY

1. Introduction

The U.S. Consumer Product Safety Commission, hereinafter referred to as CPSC, and the National Institute of Standards and Technology Engineering Laboratory, hereinafter referred to as NIST, hereby agree that NIST shall provide technical services for conducting analyses and experiments on fuel gels and firepots and provide results to CPSC, in accordance with the terms and conditions set forth below. This Interagency Agreement (IAG) will form part of CPSC staff's rulemaking proceeding on firepots and gel fuels.

2. Authorities

The authorities for NIST and CPSC to enter into this Agreement are:

(1) NIST Authority 15 U.S.C. §§ 273, 275a, and 278b.

NIST possesses programmatic authority to conduct the requested work pursuant to 15 U.S.C. 278f Fire Research.

(2) CPSC Authority Section 29(d) of 15 U.S.C. 2078(d).

3. Title

A Technical Plan to Assess the Fire Safety Firepots

4. Objective

The purpose of this IAG is to improve the knowledge base of the hazards of firepots and gel fuels.

5. Background Information

Firepots are decorative accents typically used on decks and patios to create ambiance and/or to keep away mosquitos. Firepots use a special gel fuel that has a colorless nearly transparent flame and does not create ash or smoke. The fuel is held in a steel reservoir within the ceramic decorative holder. Refilling requires manual transfer of fuel from a bottle to the steel reservoir. The fuel is ignited directly (no wick). In 2011 there were a number of fires created by firepots, which resulted in a CPSC recall and Advanced Notice of Proposed Rulemaking (ANPR).

6. Statement of Work and Deliverables

Work to be undertaken and deliverables to be provided:

Task A. CPSC will provide NIST with relevant data/information pertaining to firepot/gel fuels incidents and hazards.

Task B. Based on analysis of the data provided by CPSC, a literature search, and NIST's institutional knowledge, NIST will provide CPSC a word document summarizing the potential fire threat of firepots/gel fuels and a draft technical plan for assessing the fire threat of these consumer products.

Task C. NIST will finalize this document by incorporating the appropriate feedback from NIST and CPSC staff.

| Deliverables | Description | Format | Due Date |
|---------------------|---|------------------|--|
| A | CPSC provides data and information as described in Task A. | Data/Information | No Later Than (NLT) 2 weeks from start date. |
| B | NIST provide CPSC with a draft document as described in Task B. | MS document | December 1, 2012 |
| C | NIST provides CPSC with a final report as described in Task C. | MS document | February 15, 2013 |

These funds may be used for relevant and necessary travel for this project (as determined by the NIST TIC) with the total travel allocation not to exceed 35% of the total funds allocated. All travel will be conducted in accordance with the Federal Travel Regulations.

Contractors will not be used to carry out any of the work under this agreement

Student or U.S. citizens working under a NIST financial assistance award will not be used to carry out any of the work under this agreement.

Employees or agents of recipients working under a NIST financial assistance award issued pursuant to this agreement will not be used to carry out incidental work under the agreement

7. NIST Furnished Materials and Equipment

NIST agrees to furnish all necessary personnel, equipment, materials, services, and facilities to complete the tasks listed in the Statement of Work.

8. CPSC Furnished Materials and Equipment

CPSC will provide NIST with firepot and gel fuel samples. CPSC will begin sending samples on the effective date of this IAG. Additional samples will be provided as soon as possible after requested.

CPSC will provide an electronic copy of the briefing to NIST staff on the current status of known hazards.

9. Confidentiality Requirements

This work is being funded to support federal mandatory rulemaking. Except as may be required by the Freedom of Information Act or any other provisions of federal law or order from a court of competent jurisdiction, any information developed from this IAG must be held in the strictest of confidence and may not be shared with outside entities unless permission is granted by CPSC in writing. NIST shall notify CPSC immediately about any request from an outside party for any information related to this IAG.

Notwithstanding the foregoing, NIST shall submit to the Commission any report, manuscript, presentation or other document containing the results of work performed under this Agreement, before such document is published or otherwise disclosed to the public, to assure compliance with Section 6(b) of the Consumer Product Safety Act (15 U.S.C. 2055(b)), Commission regulations (16 C.F.R. Part 1101), and a Commission directive (Order 1450.2). These provisions restrict disclosure of information that (1)

permits the public to identify particular consumer products or (2) reflects on the safety of a class of consumer products. Prior submission allows the Commission staff to review the information and comply with applicable restrictions. CPSC should be advised of NIST's desire to submit or publish an abstract or report as soon as possible.

10. Period of Performance

The period of performance shall become effective when signed by the parties and shall not extend beyond February 15, 2013. This agreement may be modified by mutual consent of CPSC and NIST.

11. Severability

This service is non-severable. CPSC will not receive a benefit from this (work) if the entire project is not completed, and will realize the benefit when we receive the final project report from NIST.

12. Funding and Accounting Data

Estimated funding requirements to complete the tasks and provide deliverables for this IAG are \$20,000. NIST will be reimbursed for all actual costs in providing the contemplated service. The transfer of funds shall be from CPSC to NIST through the On-Line Payment Collection (OPAC) system using the following accounting data:

CPSC Accounting Data:

ALC: 61-00-0001
TIN: 520978750
DUNS: 069287522
US TREAS CODE: 61120100
FUNDING AGENCY CODE: 6100
BETC: DISB
AMT: \$20,000
FUNDS EXPIRE: 9/30/2012
ACCT DATA 0100A12DPS 2012 2163600000 EXHR004400 253A0

NIST Accounting Data:

ALC: 13-06-0001
TIN: 530205706
DUNS: 929956050
TAS: 13X4650
FUNDING AGENCY CODE: 1341
BETC: COLL

14. Resolution of Disagreements

Should disagreements 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 or interpretation is not reached within 30 days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution. If a dispute related to funding remains unresolved for more than 30 calendar days after the parties have engaged in an escalation of the dispute, disputes will be resolved in accordance with instructions provided in the Treasury Financial Manual (TFM) Volume I, Part 2, Chapter 4700, Appendix 10, available at <http://www.fms.treas.gov/tfm/index.html>.

15. Termination and Modification

Either party may terminate this Agreement at any time with 90 days written notification.

If CPSC cancels the agreement, NIST is authorized to collect costs incurred prior to cancellation of the agreement plus any termination costs up to the total value of the agreement. This Agreement may be modified through a written amendment agreed to by both Parties.

16. Liaison Officers

A. NIST Project Officer

Rick D. Davis, Ph.D.
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Phone: 301-975-5901
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B. NIST Administration Officer

Sharon Rinehart
National Institute of Standards and Technology
100 Bureau Drive, MS 8602
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Email: Sharon.rinehart@nist.gov

C. NIST Financial Contact

Julie Weiblinger
Group Leader, Accounts Receivable Group, Finance Division
100 Bureau Drive, MS 1624
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julie.weiblinger@nist.gov

D. CPSC Contracting Officer Representative (COR)

Scott Ayers
U.S. Consumer Product Safety Commission
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5 Research Place
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E. CPSC Payment Officer

CPSC PAYMENT OFFICE
CPSC Accounts Payable Branch, AMZ-160
PO Box 25710
Oklahoma City, OK 73125

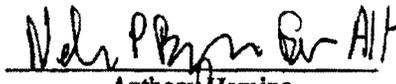
F. Agency Payment Officer

Debbie Young, Agency Payment Officer
Enterprise Service Center
Office of Financial Operations
Federal Aviation Administration
PO Box 25710
Oklahoma City, OK 73125
(405) 954-7467
Email: C-AMZ-CPSC-Accounts-Payable@faa.gov

G. Administrative Point of Contact

Dodie Kessler, Contract Specialist
Consumer Product Safety Commission
Phone: (301)504-7037
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Email: dkessler@cpsc.gov

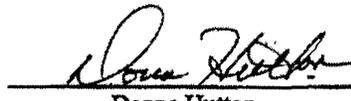
Approved and Accepted for
NIST


Anthony Hamins

TITLE: Division Chief

DATE: 26 SEP 2012

Approved and Accepted for
CPSC


Donna Hutton

TITLE: Contracting Officer

DATE: 9/26/12