**DEPARTMENT AND/OR AGENCY**

1. **Requesting Agency of Products/Services**
   - Name: Consumer Product Safety Commission
   - Address: 4330 East West Highway, Bethesda, MD 20814

2. **Servicing Agency Agreement Tracking Number (Optional)**
   - HXD14002-0000-00000/CPSC-I-14-0016

3. **Assisted Acquisition Agreement**
   - Yes ☐ No ☑

4. **GT&C Action (Check action being taken)**
   - ☑ New
   - ☐ Amendment — Complete only the GT&C blocks being changed and explain the changes being made.
   - ☐ Cancellation — Provide a brief explanation for the IAA cancellation and complete the effective End Date.

5. **Agreement Period**
   - **Start Date**: 09-01-2014
   - **End Date**: 09-30-2016

6. **Recurring Agreement (Check One)**
   - ☑ A Recurring Agreement will continue, unless a notice to discontinue is received.
   - Yes ☐ If Yes, is this an: Annual Renewal ☑ Other Renewal ☐ State the other renewal period:
   - No ☑

7. **Agreement Type (Check One)**
   - ☑ Single Order IAA  ☐ Multiple Order IAA

8. **Are Advance Payments Allowed for this IAA (Check One)**
   - ☐ Yes ☑ No
   - If Yes is checked, enter Requesting Agency’s Statutory Authority Title and Citation

Note: Specific advance amounts will be captured on each related Order.
9. Estimated Agreement Amount (The Servicing Agency completes all information for the estimated agreement amount.)

(Optional for Assisted Acquisitions)

Direct Cost $207,600.00
Overhead Fees & Charges
Total Estimated Amount $207,600.00

Provide a general explanation of the Overhead Fees & Charges

10. STATUTORY AUTHORITY

a. Requesting Agency's Authority (Check One)
   
   Franchise Fund Revolving Fund Working Capital Fund Economy Act (31 U.S.C. 1535/FAR 17.5) Other Authority
   
   Fill in Statutory Authority Title and Citation for Franchise Fund, Revolving Fund, Working Capital Fund, or Other Authority Section 27(g) of the Consumer Product Safety Act, (15 U.S.C. 2076(g))

b. Servicing Agency's Authority (Check One)
   
   Franchise Fund Revolving Fund Working Capital Fund Economy Act (31 U.S.C. 1535/FAR 17.5) Other Authority
   
   Fill in Statutory Authority Title and Citation for Franchise Fund, Revolving Fund, Working Capital Fund, or Other Authority Section 300(b) of the Public Health Service Act, 42 USC 241 (b)

11. Requesting Agency's Scope (State and/or list attachments that support Requesting Agency's Scope.)
   See attached document

12. Roles & Responsibilities for the Requesting Agency and Servicing Agency (State and/or list attachments for the roles and responsibilities for the Requesting Agency and the Servicing Agency.)
   See attached document
13. Restrictions (Optional) (State and/or attach unique requirements and/or mission specific restrictions specific to this IAA).

14. Assisted Acquisition Small Business Credit Clause (The Servicing Agency will allocate the socio-economic credit to the Requesting Agency for any contract actions it has executed on behalf of the Requesting Agency.)


16. Termination (Insert the number of days that this IAA may be terminated by written notice by either the Requesting or Servicing Agency.)

90

If this agreement is canceled, any implementing contract/order may also be canceled. If the IAA is terminated, the agencies shall agree to the terms of the termination, including costs attributable to each party and the disposition of awarded and pending actions.

If the Servicing Agency incurs costs due to the Requesting Agency’s failure to give the requisite notice of its intent to terminate the IAA, the Requesting Agency shall pay any actual costs incurred by the Servicing Agency as a result of the delay in notification, provided such costs are directly attributable to the failure to give notice.

17. Assisted Acquisition Agreements — Requesting Agency’s Organizations Authorized To Request Acquisition Assistance for this IAA. (State or attach a list of Requesting Agency’s organizations authorized to request acquisition assistance for this IAA.)

18. Assisted Acquisition Agreements — Servicing Agency’s Organizations authorized to Provide Acquisition Assistance for this IAA. (State or attach a list of Servicing Agency’s organizations authorized to provide acquisition for this IAA.)

19. Requesting Agency Clause(s) (Optional) (State and/or attach any additional Requesting Agency clauses.)
20. Servicing Agency Clause(s) (Optional) (State and/or attach any additional Servicing Agency clauses.)

21. Additional Requesting Agency and/or Servicing Agency Attachments (Optional) (State and/or attach any additional Requesting Agency and/or Servicing Agency attachments.)

22. Annual Review of IAA

By signing this agreement, the parties agree to annually review the IAA if the agreement period exceeds one year. Appropriate changes will be made by amendment to the GT&C and/or modification to any affected Order(s).

AGENCY OFFICIAL

The Agency Official is the highest level accepting authority or official as designated by the Requesting Agency and Servicing Agency to sign this agreement. Each Agency Official must ensure that the general terms and conditions are properly defined, including the stated statutory authorities, and, that the scope of work can be fulfilled per the agreement.

The Agreement Period Start Date (Block 5) must be the same as or later than the signature dates.

Actual work for this IAA may NOT begin until an Order has been signed by the appropriate individuals, as stated in the Instructions for Blocks 37 and 38.

<table>
<thead>
<tr>
<th>Block</th>
<th>Requesting Agency</th>
<th>Servicing Agency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>Donna Hutton</td>
<td>Constantine A. Stratakis, M.D.</td>
</tr>
<tr>
<td>Title</td>
<td>Contracting Officer</td>
<td>D(Med)Sci, Scientific Director, NICHD</td>
</tr>
<tr>
<td>Telephone Number(s)</td>
<td>(301) 504-7009</td>
<td>(301) 594-5984</td>
</tr>
<tr>
<td>Fax Number</td>
<td>(978) 244-8640</td>
<td>(301) 402-0574</td>
</tr>
<tr>
<td>Email Address</td>
<td><a href="mailto:dhutton@npsc.gov">dhutton@npsc.gov</a></td>
<td><a href="mailto:NICHDSD@mail.nih.gov">NICHDSD@mail.nih.gov</a></td>
</tr>
<tr>
<td>SIGNATURE</td>
<td>[Signature]</td>
<td>[Signature]</td>
</tr>
<tr>
<td>Approval Date</td>
<td>2/26/2014</td>
<td>2/26/2014</td>
</tr>
</tbody>
</table>
24. PRIMARY ORGANIZATION/OFFICE INFORMATION

<table>
<thead>
<tr>
<th>Primary Organization/Office Name</th>
<th>Requesting Agency</th>
<th>Servicing Agency</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Consumer Product Safety Comm.</td>
<td>NICHD, NIH</td>
</tr>
<tr>
<td>Responsible Organization/Office Address</td>
<td>4330 East West Highway Bethesda, MD 20814</td>
<td>9000 Rockville Pike, 31A/2A47 Bethesda, MD 20892</td>
</tr>
</tbody>
</table>

25. Order Action (Check One)

☑ New

□ Modification (Mod) – List affected Order blocks being changed and explains the changes being made. For Example: for a performance period mod, state new performance period for this Order in Block 27. Fill out the Funding Modification Summary by Line (Block 26) if the mod involves adding, deleting or changing Funding for an Order Line.

□ Cancellation – Provide a brief explanation for Order cancellation and fill in the Performance Period End Date for the effective cancellation date.

26. Funding Modification Summary by Line

<table>
<thead>
<tr>
<th>Line #</th>
<th>Line #</th>
<th>Line #</th>
<th>Total of All Other Lines (attach funding details)</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Line Funding</td>
<td>$207,600.00</td>
<td>$</td>
<td>$</td>
<td>$207,600.00</td>
</tr>
<tr>
<td>Cumulative Funding Changes From Prior Mods (addition (+) or reduction (-))</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$0.00</td>
</tr>
<tr>
<td>Funding Change for This Mod</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$0.00</td>
</tr>
<tr>
<td>TOTAL Modified Obligation</td>
<td>$207,600.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Total Advance Amount (-)</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$0.00</td>
</tr>
<tr>
<td>Net Modified Amount Due</td>
<td>$207,600.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

27. Performance Period

<table>
<thead>
<tr>
<th>Start Date</th>
<th>End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>09-01-2014</td>
<td>09-30-2016</td>
</tr>
</tbody>
</table>

For a performance period mod, insert the start and end dates that reflect the new performance period.
**IAA Order**

**IAA Number:** XHD14002 - 001 - 00000

**Servicing Agency's Agreement Tracking Number (Optional):**

---

**28. Order Line/Funding Information**

<table>
<thead>
<tr>
<th>ALC</th>
<th>Requesting Agency Funding Information</th>
<th>Servicing Agency Funding Information</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>SP</td>
<td>AID</td>
</tr>
<tr>
<td>61-00-0001</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Component TAS Required by IIA014:**

<table>
<thead>
<tr>
<th>OR Current TAS format</th>
<th>61-0100</th>
</tr>
</thead>
</table>

**BETC:**

<table>
<thead>
<tr>
<th>Object Class Code (Optional)</th>
<th>2538 TIN: 520576750</th>
</tr>
</thead>
</table>

**BPN:**

| DUNS: 089287522 | 6162 |

**BPN + 4 (Optional):**

| US TREAS CODE: 61140180 |

**Additional Accounting Classification/Information (Optional):**

<table>
<thead>
<tr>
<th>0100A14DSE 2014 225600000000 EXHR004400 253C0</th>
</tr>
</thead>
</table>

**Requesting Agency Funding Expiration Date:**

<table>
<thead>
<tr>
<th>09-30-2014 MM-DD-YYYY</th>
</tr>
</thead>
</table>

**Requesting Agency Funding Cancellation Date:**

<table>
<thead>
<tr>
<th>09-30-2019 MM-DD-YYYY</th>
</tr>
</thead>
</table>

**XHD14002001 BORNSTEIN FELLOW SUPPORT**

**Project Number & Title:**

- **Description of Products and/or Services, including the bona fide need for this Order (State or attach a description of products/services, including the bona fide need for this Order.**

  The Consumer Product Safety Commission has agreed to provide $207,600 to NICHD (Dr. Bornstein) to perform studies and analyses necessary to update 'The Age Determination Guidelines: Relating Children's Ages to Toy Characteristics'.

  See attached documentation.

**FMS Form 7600B**

---

**North American Industry Classification System (NAICS) Number (Optional):**

**Breakdown of Reimbursable Line Costs (OR Breakdown of Assisted Acquisition Line Cost):**

<table>
<thead>
<tr>
<th>Unit of Measure</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total</th>
<th>Contract Cost $</th>
<th>Servicing Fees $</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1</td>
<td>$207,600.00</td>
<td>$207,600.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Overhead Fees & Charges:**

<table>
<thead>
<tr>
<th>Total Line Amount Obligated</th>
<th>$207,600.00</th>
</tr>
</thead>
</table>

**Advance Line Amount (-):**

<table>
<thead>
<tr>
<th>Net Line Amount Due</th>
<th>$207,600.00</th>
</tr>
</thead>
</table>

**Type of Service Requirements:**

- [ ] Seervable Service
- [x] Non-severable Service
- [ ] Not Applicable

---

**DEPARTMENT OF THE TREASURY**

**FINANCIAL MANAGEMENT SERVICE**

**Page 2 of 5**
IAA Order

IAA Number XHD14002 - 001 - 00000 Servicing Agency’s Agreement
GT&C # Order # Amendment/Mod # Tracking Number (Optional) 

29. Advance Information (Complete Block 29 if the Advance Payment for Products/Services was checked “Yes” on the GT&C.)

Total Advance Amount for the Order $__________________ [All Order Line advance amounts (Block 28) must sum to this total.]

Revenue Recognition Methodology (according to SFAS 8) (Identify the Revenue Recognition Methodology that will be used to account for the Requesting Agency’s expense and the Servicing Agency’s revenue)

☐ Straight-line – Provide amount to be accrued $______________ and Number of Months _________

☐ Accrual Per Work Completed – Identify the accounting posting period:

☐ Monthly per work completed & invoiced

☐ Other – Explain other regular period (bimonthly, quarterly, etc.) for posting accruals and how the accrual amounts will be communicated if other than billed

30. Total Net Order Amount: $207,600.00

[All Order Line Net Amounts Due for reimbursable agreements and Net Total Costs for Assisted Acquisition Agreements (Block 28) must sum to this total.]

31. Attachments (State or list attachments.)

☐ Key project and/or acquisition milestones (Optional except for Assisted Acquisition Agreements)

☐ Other Attachments (Optional)

GPSC-I-14-0016 Description of Services

BILLING & PAYMENT INFORMATION

32. Payment Method (Check One) [Intra-governmental Payment and Collection (IPAC) is the Preferred Method.] If IPAC is used, the payment method must agree with the IPAC Trading Partner Agreement (TPA).

☐ Requesting Agency Initiated IPAC ☑ Servicing Agency Initiated IPAC

☐ Credit Card ☐ Other – Explain other payment method and reasoning

33. Billing Frequency (Check One)

[An Invoice must be submitted by the Servicing Agency and accepted by the Requesting Agency BEFORE funds are reimbursed (i.e., via IPAC transaction)]

☐ Monthly ☐ Quarterly ☑ Other Billing Frequency (include explanation): Twice a month based on accrued costs

34. Payment Terms (Check One) Upon IPAC

☐ 7 days ☑ Other Payment Terms (include explanation): 

FMS Form 7600B

DEPARTMENT OF THE TREASURY
FINANCIAL MANAGEMENT SERVICE
Page 3 of 5
35. Funding Clauses/Instructions (Optional) (State and/or list funding clauses/instructions.)

36. Delivery/Shipment Information for Products (Optional)

<table>
<thead>
<tr>
<th>Agency Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Point of Contact (POC) Name &amp; Title</td>
<td></td>
</tr>
<tr>
<td>POC Email Address</td>
<td></td>
</tr>
<tr>
<td>Delivery Address/Room Number</td>
<td></td>
</tr>
<tr>
<td>POC Telephone Number</td>
<td></td>
</tr>
<tr>
<td>Special Shipping Information</td>
<td></td>
</tr>
</tbody>
</table>

**APPROVALS AND CONTACT INFORMATION**

37. PROGRAM OFFICIALS

The Program Officials, as identified by the Requesting Agency and Servicing Agency, must ensure that the scope of work is properly defined and can be fulfilled for this Order. The Program Official may or may not be the Contracting Officer depending on each agency's IAA business process.

<table>
<thead>
<tr>
<th>Requesting Agency</th>
<th>Servicing Agency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>Constantine A. Stratakis, M.D.</td>
</tr>
<tr>
<td>Title</td>
<td>D(Med)Sc, Scientific Director, NICHID</td>
</tr>
<tr>
<td>Telephone Number</td>
<td>(301) 594-5984</td>
</tr>
<tr>
<td>Fax Number</td>
<td>(301) 402-0574</td>
</tr>
<tr>
<td>Email Address</td>
<td><a href="mailto:dhutton@cpc.gov">dhutton@cpc.gov</a></td>
</tr>
<tr>
<td>SIGNATURE</td>
<td><a href="mailto:nichdmail@nih.gov">nichdmail@nih.gov</a></td>
</tr>
<tr>
<td>Date Signed</td>
<td>05/26/2014</td>
</tr>
</tbody>
</table>

38. FUNDING OFFICIALS - The Funds Approving Officials, as identified by the Requesting Agency and Servicing Agency, certify that the funds are accurately cited and can be properly accounted for per the purposes set forth in the Order. The Requesting Agency Funding Official signs to obligate funds. The Servicing Agency Funding Official signs to start the work, and to bill, collect, and properly account for funds from the Requesting Agency, in accordance with the agreement.

<table>
<thead>
<tr>
<th>Requesting Agency</th>
<th>Servicing Agency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>John Jamman</td>
</tr>
<tr>
<td>Title</td>
<td>Executive Officer, NICHID</td>
</tr>
<tr>
<td>Telephone Number</td>
<td>(301) 496-0648</td>
</tr>
<tr>
<td>Fax Number</td>
<td></td>
</tr>
<tr>
<td>Email Address</td>
<td><a href="mailto:bjames@cpc.gov">bjames@cpc.gov</a></td>
</tr>
<tr>
<td>SIGNATURE</td>
<td></td>
</tr>
<tr>
<td>Date Signed</td>
<td>05/29/2014</td>
</tr>
</tbody>
</table>
## CONTACT INFORMATION

FINANCE OFFICE Points of Contact (POCs)
The Finance office points of contact must ensure that the payment (Requesting Agency), billing (Servicing Agency), and advance/accounting information are accurate and timely for this Order.

<table>
<thead>
<tr>
<th>39.</th>
<th>Requesting Agency (Payment Office)</th>
<th>Servicing Agency (Billing Office)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>Debbie Young</td>
<td>Alexis Clark</td>
</tr>
<tr>
<td>Title</td>
<td>Payment Officer</td>
<td>Budget Officer, NICHD</td>
</tr>
<tr>
<td>Office Address</td>
<td>CPSC Accounts, Payable Br, AM-160</td>
<td>9000 Rockville Pike, 31/2A47</td>
</tr>
<tr>
<td></td>
<td>PO Box 25749, Oklahoma City, OK 73125</td>
<td>Bethesda, MD 20892</td>
</tr>
<tr>
<td>Telephone Number</td>
<td>(405) 954-7467</td>
<td>(301) 435-3410</td>
</tr>
<tr>
<td>Fax Number</td>
<td>(301) 480-2338</td>
<td><a href="mailto:Alexis.Clark@nih.gov">Alexis.Clark@nih.gov</a></td>
</tr>
<tr>
<td>Email Address</td>
<td><a href="mailto:kphilps@cpsc.gov">kphilps@cpsc.gov</a></td>
<td><a href="mailto:elmore@hmda.gov">elmore@hmda.gov</a></td>
</tr>
<tr>
<td>Signature &amp; Date (Optional)</td>
<td>[Signature]</td>
<td>8/27/14</td>
</tr>
</tbody>
</table>

40. ADDITIONAL Points of Contacts (POCs) (as determined by each Agency)
This may include CONTRACTING Office Points of Contact (POCs).

| Name | Khalisa Phillips |
| Title | Psychologist |
| Office Address | 5 Research Place |
|          | Rockville, MD 20876 |
| Telephone Number | (301) 987-2592 |
| Fax Number | (301) 889-0294 |
| Email Address | kphilps@cpsc.gov |
| Signature & Date (Optional) | [Signature] | 8/27/14 |
INTERAGENCY AGREEMENT

BETWEEN THE

U.S. CONSUMER PRODUCT SAFETY COMMISSION

AND THE

NATIONAL INSTITUTE OF CHILD HEALTH AND HUMAN DEVELOPMENT

NATIONAL INSTITUTES OF HEALTH

Description of Services

1. Introduction

The U.S. Consumer Product Safety Commission, hereinafter referred to as CPSC, and the National Institute of Child Health and Human Development, National Institutes of Health, hereinafter referred to as NICHD, hereby agree that NICHD, subject to the terms and conditions herein, shall perform the necessary research for contributing to the CPSC update of the Age Determinations Guidelines document.

2. Background

Congress has charged the CPSC and manufacturers, and thereby their third-party testing laboratory partners, with ensuring that all toys and children's products are constructed to withstand the reasonably foreseeable uses and abuses of children to whom a product will appeal and for whom it will be purchased. CPSC investigators collect several thousand toys and children's products each year from ports, warehouses, and retail stores that are suspected of violating the

Before mechanical or chemical testing can be performed, the Division of Human Factors (ESHF) must first determine the appropriate age of potential users. ESHF staff consults the relevant regulations as well as child development research to match the product’s characteristics to a particular age user based on children’s developmental abilities and interests. The primary research document that ESHF staff use to perform these determinations, The Age Determination Guidelines: Relating Children’s Ages to Toy Characteristics and Play Behavior, herein referred to as the Guidelines, was written in 2002, and therefore does not include toy categories that have arisen since that time. Additionally, over the last 12 years, many toys that are addressed in the Guidelines have evolved and children’s exposure to various toys may have changed. The Guidelines are also used by third-party testing laboratories to perform age determinations and mechanical and chemical testing on toys and children’s products before they enter the U.S. marketplace.

3. Objective

The objective of the proposed interagency agreement is to update the current Age Determination Guidelines: Relating Children’s Ages to Toy Characteristics and Play Behavior (2002) used by CPSC, industry, and third-party testing laboratories to conduct age determinations.

4. Overview of Interagency Agreement

This Interagency Agreement with NICHD is to perform studies and analyses necessary to update the Guidelines from the 2002 version. This two-year effort is described in detail below. The work described in this IAG will be executed by a post-doctoral fellow and supported by one full-time research assistant who will be conducting the research with additional input and assistance from other NICHD staff.

5. Performance Work Statement

The NICHD will furnish all necessary personnel, services, and facilities to perform the work set forth below; except as provided in the section entitled, "CPSC Furnished Equipment/Supplies."
Upon execution of this agreement, NICHD will begin recruiting or will assign a post-doctoral fellow and one full-time research assistant to conduct the research described in the IAG with additional input and assistance from other NICHD staff.

It is anticipated that recruitment or assignment of required staff will take no longer than 90 days. The appointed NICHD post-doctoral fellow with support from other NICHD staff shall perform the tasks described in this Interagency Agreement. Specifically, NICHD staff will perform the following tasks:

a. Within one (1) week of the Interagency Agreement being signed, or no later than September 15, 2014, NICHD will hold a kickoff meeting via telephone with the CPSC Contracting Officer’s Representative to discuss the Agreement and ensure that NICHD has all of the specified CPSC-furnished documents for executing the Agreement.

b. Within four (4) weeks after the NICHD postdoctoral fellow starts work, he/she shall meet with the CPSC Contracting Officer’s Representative to discuss the requirements of the Agreement. This meeting will be held at CPSC’s National Product Testing and Evaluation Center in Rockville, Maryland. At this meeting, the NICHD’s work plan, which includes the research design for the toy observation study (see Section 5f), will be reviewed and discussed to assure the objectives of the agreement will be met within the time constraints specified. The work plan must demonstrate an understanding of the objectives of the agreement, how they are to be met, and the schedule of work to be completed.

c. Within six (6) weeks after the NICHD postdoctoral fellow starts work, the NICHD shall submit a revised work plan and study design, if necessary, which incorporates and addresses all changes agreed upon at the initial meeting and during follow-up discussions between the NICHD and the CPSC Contracting Officer’s Representative.

d. Within eight (8) weeks after the NICHD postdoctoral fellow starts work, the NICHD shall commence verbal telephone updates to the Contracting Officer’s Representative, which shall occur as requested by either party in accordance with the Reporting Requirements.
e. The NICHD shall examine the following CPSC-furnished documents (see section entitled "CPSC Furnished Equipment/Supplies"):

1) A list of all toys for the toy observation study


4) *Guidelines for Relating Children’s Ages to Toy Characteristics* (1985)

5) A critique of the current Guidelines to be prepared by CPSC staff.

6) All updates to the Guidelines and other relevant information as specified by the CPSC Contracting Officer’s Representative

f. The NICHD shall perform an expanded literature search, and shall abstract the findings in the form of an annotated bibliography. This literature search shall include, but not be limited to, locating and examining:

1) Current toy catalogs (web-based and otherwise) from various toy manufacturers, with particular emphasis on the largest toy manufacturers.

2) Existing research on the development of children’s play activities and interests, including but not limited to typical toy selections.

3) Existing research on the development of children’s capabilities in the physical/motor, cognitive, and social domains at each of the relevant developmental stages (infant, toddler, and preschooler).

4) Other relevant toy, child development, educational, marketing, advertising, and related literature, research, and information from 2002 through present. This information should include, but not be limited to, the appeal and appropriateness of toys and various toy characteristics/features to children ranging in age from birth to 12 years.

g. The NICHD shall conduct a research study on the age appropriateness of toys. This study shall include, but not be limited to:

1) Evaluating each of the approximately one to two dozen toys on the list supplied by CPSC, taking into account the features of each toy and
children's capabilities that are needed to effectively play with the toy, as well as statements and images on the package. This information will then be used to hypothesize the most appropriate age range for each toy. Supplemental toys may also be added in accordance with current literature and toy catalogs.

2) Developing a study plan and data collection sheet for collecting observational data for each of the toys on the list supplied by the CPSC with children birth through 12 years, taking into account the strengths and weaknesses of prior studies conducted to inform the development of the 2002 Age Determination Guidelines.

3) Before the study is carried out, the NICHD must receive approval from the NIH Institutional Review Board (IRB) as well as from CPSC; once the NICHD has received approval from the NIH IRB, the NICHD shall submit the entire NIH IRB application and approval form to the CPSC Contracting Officer's Representative who will submit the form to the CPSC IRB committee and communicate the committee's decision to NICHD.

4) Collecting observational data on children birth through 12 years playing with the toys from the list supplied by CPSC.

5) Conducting an (optional) Focus Group with parents of children birth through 12 years. Before NICHD conducts any Focus Group research, the CPSC Contracting Officer's Representative must first obtain clearance for a Generic Focus Group.

h. No later than twelve (12) months after NICHD and CPSC IRB approval, the NICHD shall prepare and submit an email copy of the first-draft written report summarizing the research study, and provide age classification recommendations for all toys in the study. When reporting the results of the study, NICHD shall not collapse findings across more than one of the mechanical use and abuse testing age ranges: 18 Months of Age or Less, Over 18 but not Less than 36 Months of Age, Over 36 but Not Over 96 Months of Age.

i. No later than one month after receipt of CPSC feedback about the first-draft report, the NICHD shall prepare and submit an email copy of the second-draft written report of the research study.

j. No later than one month after the receipt of CPSC second-draft feedback, the NICHD shall prepare and submit an email copy of the final-draft written report of the research study; the NICHD shall send the manuscript through
NIH clearance process; subsequently the CPSC Contracting Officer’s Representative will send the manuscript approved by NIH through Section 6(b) clearance.

k. Upon receipt of the CPSC-cleared report containing the research study, the NICHD shall submit the cleared written report of the research study for publication in a peer-reviewed journal. Authorship and acknowledgements will be determined by the contributions of the involved parties. All publications shall reference the source of funding as described in Section 12(b). During the preparation of this manuscript, the NICHD shall work closely with the CPSC Contracting Officer’s Representative to ensure that additional Section 6(b) clearance is not required, under Section 12(a) of this Interagency Agreement, before sending in the finalized manuscript for publication.

l. Once the research study has been accepted for publication, the NICHD shall email the CPSC Contracting Officer’s Representative with a file containing a final editable version of the published study.

m. The NICHD shall update the existing Guidelines (2002) by incorporating relevant information from the literature review and the research study. The updates shall include, but not be limited to:

1) A brief summary of the NICHD study and the methodologies used, as well as how they build off of previous studies carried out for earlier updates to the Guidelines.

2) Make any necessary changes or additions to the Children’s Basic Abilities and Preferences section.

3) Use the results of the literature review and the research study to add or change references for specific toys throughout the Guidelines; describe the appeal and appropriateness of toys and toy characteristics/features in terms of the age of a child.

4) Update the Table of Contents, list of References, and Toy Index as necessary.

5) Incorporate relevant feedback from a critique of the current Guidelines to be prepared by CPSC staff.

6) Updates written in accordance with the Reporting Requirements (Section 6).
n. No later than four (4) months after receipt of the CPSC-cleared report containing the research study, the NICHD shall submit one (1) original and three (3) copies of a written status and recommendations report entitled “CPSC Toy Guidelines: Research Document” to the CPSC Contracting Officer’s Representative, in accordance with the Reporting Requirements. The report shall include:

1) A description of the work performed by the NICHD for the duration of the agreement.

2) An annotated bibliography that describes all literature researched and reviewed to meet the objectives of this agreement.

3) All raw data in tabulated form including methodology, qualitative and quantitative results, and all other detailed findings that address the issues and objectives set forth in the Performance Work Statement.

4) Descriptions of unresolved problems encountered by the NICHD, and recommendations for future research and/or special projects that may resolve these problems.

5) Recommendations for future work, research, or projects to further update the Guidelines.

6) A spreadsheet containing all proposed content changes for the updated Guidelines, justification for each proposed change, and a reference to where each addition or revision is contained in the Guidelines.

o. No later than four (4) months after receipt of the CPSC-cleared research study, the NICHD shall email the CPSC Contracting Officer’s Representative with a file containing an editable electronic version of the written status and recommendations report compatible with Microsoft Word 2010 or higher.

p. No later than two months after delivery of the “CPSC Toy Guidelines: Research Document”, the NICHD shall prepare and submit an email copy of the first-draft version of the updated Guidelines to the CPSC Contracting Officer’s Representative, in accordance with the Reporting Requirements.

q. No later than one month after receipt of first-draft CPSC feedback, the NICHD shall prepare and submit an email copy of the second-draft version of the updated Guidelines to the CPSC Contracting Officer’s Representative, in accordance with the Reporting Requirements. These versions shall incorporate any additional work performed by the NICHD since submission.
of the first-draft versions, and shall be revised based on first-draft comments from the CPSC Contracting Officer's Representative.

r. No later than one month after receipt of CPSC second-draft feedback, the NICHD shall prepare and submit one (1) original and three (3) bound hard copies of final versions of the updated Guidelines to the CPSC Contracting Officer's Representative, in accordance with the Reporting Requirements. These versions shall be revised based on second-draft comments from the CPSC Contracting Officer's Representative.

s. No later than one month after receipt of CPSC second-draft feedback, the NICHD shall email the CPSC Contracting Officer's Representative with a file containing a final, editable electronic version of the updated Guidelines. The electronic document shall be created in Microsoft Word 2010 or later.

t. No later than 20-months after NCHD and CPSC IRB approval, the NICHD shall email the CPSC Contracting Officer's Representative a keyword-searchable electronic version of the updated Guidelines. This electronic version of the Guidelines shall have the following characteristics:

1) It shall be a single Adobe Acrobat PDF file; one that is readable by Adobe Acrobat Reader X Pro for Microsoft Windows® 7.

2) All references to page numbers shall include hyperlinks that allow the user to jump to the page number referenced.

6. Resources

a. NICHD Resources

NICHD is responsible for the personnel, laboratory support, observational study subjects necessary for the completion of all tasks described under this agreement.

b. CPSC Resources

CPSC will provide funding to NICHD in the amount of $207,600 in FY2014 for supplies, equipment, and personnel support needed to fulfill the requirements of this agreement. The full $207,600 is allocated for the duration of the project.
7. Reporting Requirements

The NICHD shall submit the following reports to the CPSC Contracting Officer's Representative:

a. Oral Reports

Within eight (8) weeks after the postdoctoral fellow starts work, the NICHD shall provide verbal telephone updates to the CPSC Contracting Officer's Representative as requested by either party. The contents of these reports shall include:

1) Current status and progress of the work,
2) Unresolved problems encountered or anticipated by the NICHD, and proposed resolutions to these problems, and
3) Work expected to be conducted and/or completed during the following four (4) weeks.

b. Final Reports, including all drafts

1) The report shall be printed on paper, and in the following format:

   Standard 8 ½ inches x 11 inches paper size

   a) One-inch margins

   b) Word processed

   c) Reproducible

2) The report shall contain the following:

   a) Cover in heavier stock paper than inner pages (only necessary for original copy of final report)

   b) Title page, which includes:

      (1) Title of the report
(2) Interagency Agreement number CPSC-I-14-0016

(3) The following statement: "U.S. CONSUMER PRODUCT SAFETY COMMISSION (CPSC) STAFF DOCUMENT."

(4) Name of the Performer

(5) Names of all personnel who have worked or are working on the project

(5) Version of the report (i.e., First Draft, Second Draft, or Final)

c. The NICHD shall submit the deliverables to the CPSC Contracting Officer's Representative, at:

Khalisa Phillips, Ph.D.
Division of Human Factors
Directorate of Engineering Sciences
U.S. Consumer Product Safety Commission
5 Research Place
Rockville, MD 20850
KPhillips@cpsc.gov

d. Email a copy of the cover letter transmitting the above to the CPSC Contracting Officer.

e. All materials to be delivered shall be packaged in accordance with the NICHD's best commercial practice to guarantee undamaged delivery to final destination.
8. Key Deliverables

a. The following items shall be delivered or performed in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Deliverable Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Kick-off meeting with CPSC and NICHD (See Section 5(a))</td>
<td>N/A</td>
<td>September 15, 2014</td>
</tr>
<tr>
<td>2. First-draft of research study (See Section 5(h))</td>
<td>Email copy</td>
<td>NLT twelve (12) months after NICHD and CPSC IRB approval</td>
</tr>
<tr>
<td>3. Final-draft of research study (See Section 5(j))</td>
<td>Email copy</td>
<td>NLT one (1) month after receipt of CPSC 2nd draft feedback</td>
</tr>
<tr>
<td>4. Publication of research study (See Section 5(l))</td>
<td>One (1) set of originals and three (3) sets of copies</td>
<td>Timing dependent upon journal</td>
</tr>
<tr>
<td>5. Written status and recommendations report (See Section 5(n)(1-6))</td>
<td>One (1) set of originals and three (3) sets of copies</td>
<td>NLT four (4) months after receipt of the CPSC-cleared research study</td>
</tr>
<tr>
<td>6. First-draft of updated Guidelines (See Section 5(p))</td>
<td>Email copy</td>
<td>NLT two (2) months after delivery of “CPSC Toy Guidelines: Research Document”</td>
</tr>
<tr>
<td>7. Final version of updated Guidelines (See Section 5(r))</td>
<td>One (1) set of originals and three (3) sets of copies</td>
<td>NLT one (1) month after CPSC 2nd draft feedback</td>
</tr>
</tbody>
</table>

9. Review and Acceptance of Deliverables

a. All materials submitted for approval will be reviewed by the CPSC staff within 21 working days after date of receipt.
b. Acceptance/rejection will be transmitted to the NICHD by the CPSC Contracting Officer's Representative, in writing via email, within five (5) working days after review of deliverables.

c. Acceptance/rejection will be based on conformance with the Performance Work Statement and with professional standards.

d. Upon submission of any deliverable, including reports specified in Reporting Requirements, the NICHD shall submit to the Contracting Officer a copy of the dated cover letter transmitting such deliverable.

10. Period of Performance

The period of performance of work shall begin on the effective date of the Agreement and can be extended at "no-cost" for an additional two years beyond NICHD and CPSC IRB approval. This agreement may be modified or cancelled by mutual consent of CPSC and NICHD.

11. CPSC Furnished Materials/Equipment/Support

a. All materials provided hereunder are for exclusive use in performance of this Agreement. Any such material not expended in performance of this Agreement shall be returned to CPSC upon completion of the Agreement.

b. All other materials and equipment required in the performance of this Agreement shall be furnished by the NICHD, unless agreed upon otherwise by CPSC.

12. Disclosure of Information

a. The NICHD shall submit to the Commission all reports, manuscripts, or other documents containing the results of work performed under this Agreement, before such documents are 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 by Commission Grantees 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 the NICHD's desire to submit or publish and abstract or report as soon as possible.

b. Any publication of or publicity pertaining to, the released documents shall include the following:

"This project (study) (report) has been funded with federal funds from the United States Consumer Product Safety Commission under agreement number CPSC-I-14-0016. The content of this publication does not necessarily reflect the views of the Commission, nor does mention of trade names, commercial products, or organizations imply endorsement by the Commission."

13. Disagreements

In the event that the CPSC and the NIH have a disagreement arising under this IAG, the parties shall cooperatively seek to resolve the disagreement by themselves. If the disagreement cannot be resolved, then the parties agree to seek the assistance of a third party to resolve the disagreement.

14. Funding and Accounting Data

The transfer of funds shall be from CPSC to NICHD through the On-Line Payment Collection (OPAC) system using the following accounting data:

Transfer From: CPSC Betc: DISB
Taxpayer ID Number (TIN): 520978750
Agency Location Code (ALC): 61-00-0001
DUNS: 069287522
US Treasury Code: 61140100
AMOUNT: $207,600.00
ACCOUNTING DATA: 0100A14DSE 2014 2256000000 EXHR004400 253C0

Transfer To: NICHD Betc: COLL
Taxpayer ID Number (TIN): 52-0858115
Agency Location Code (ALC): 75-08-0031
DUNS: 927645168
US Treasury Code: 075
AMOUNT: $207,600.00
ACCOUNTING DATA: CAN: 8018215 / Project: 137970
15. Liaison Officers

FOR NIH:

Gina Elmore
National Institutes of Health
Eunice Kennedy Shriver National Institute of
Child Health and Human Development
6705 Rockledge Drive, Suite 8030
Bethesda, MD 20892-79791
(301) 496-6192
elmoreg@mail.nih.gov

FOR CPSC:

Khalisa Phillips, Ph.D.
U.S. Consumer Product Safety Commission
National Product Testing and Evaluation Center
5 Research Place
Rockville, MD 20850
(301) 987-2592
kphillips@cpsc.gov

16. Authority

FOR CPSC: Section 27(g) of the Consumer Product Safety Act, (15 U.S.C. 2076(g))

FOR NIH: Section 300(b) of the Public Health Service Act, 42 USC 241 (b)
Approved and Accepted for

National Institutes of Health

BY: Constantine A. Stratakis, M.D., D(Med)Sc. BY: Donna Hutton

TITLE: Scientific Director, NICHD

DATE: 8/24/14

Approved and Accepted for

Consumer Product Safety Commission

TITLE: Contracting Officer

DATE: 8/12/2014