



Florida Industrial and Phosphate Research Institute
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WEB: <http://www.fipr.state.fl.us>

Science and Engineering for Florida's Environment and Economy

**RESEARCH AGREEMENT
BETWEEN
FLORIDA INDUSTRIAL AND PHOSPHATE RESEARCH INSTITUTE
AND
COMPANY**

FIPR Contract #: _____

This Agreement is by and between the Florida Industrial and Phosphate Research Institute, established within the Florida Polytechnic University and located at 1855 West Main Street, Bartow FL 33830, hereinafter referred to as "FIPR," and the **COMPANY** located at _____, hereinafter referred to as the "Contractor."

The Contractor has submitted a complete proposal and has met all eligibility requirements and has been awarded funding, payable from the Phosphate Research Trust Fund, in the amount not to exceed \$_____. FIPR has the authority to administer this grant in accordance with Section 1004.346, *Florida Statutes*. The Contractor's submitted proposal and any revisions approved by FIPR is attached as Attachment A and hereby made a part of this Agreement. The FIPR Project Monitoring and Review policy is attached and hereby incorporated as Attachment B.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

I. PURPOSE

All funds provided pursuant to this Agreement shall be used exclusively for the purpose of conducting a research project entitled: _____

II. SCOPE OF WORK

The Contractor shall perform the following Scope of Work: _____

III. DELIVERABLES

The Contractor agrees to provide the following deliverables related to the Project Scope of Work for payments to be awarded:

Task Deliverable Contract

<u>Deliverable</u>	<u>Due on or Before</u>	<u>Payment Schedule</u>

IV. TERM OF AGREEMENT

This Agreement shall become effective as of the date it is signed by both Contractor and FIPR and shall continue until [redacted], unless otherwise terminated in accordance with the termination provisions below. The term of this Agreement may be extended, at FIPR’s sole discretion, for up to six (6) months by written amendment provided it is by both parties prior to expiration of the initial agreement term. FIPR may not authorize more than one extension unless the failure to meet the terms of this Agreement is due to events beyond the control of the Contractor.

V. PROJECT REPORTS AND DELIVERABLES

Contractors are required to provide periodic reports and other deliverables to assist FIPR in monitoring the ongoing activities and progress of the project. A copy of *FIPR Institute’s Style Manual* will be provided as guidance for the preparation of progress, annual, and final reports. FIPR expects such reports to be carefully prepared, complete, and submitted on time according to the schedule specified above. Invoice payments may be delayed because of untimely report submission and invoices may be returned if the required deliverable is not received within forty-five (45) days of the scheduled due date.

VI. FINAL REPORT

All funded projects require the submission of a final report that will vary according to type and the overall objectives of the project. Draft final reports are typically due three (3) months before the end of the agreement to allow sufficient time for a final review and any necessary revisions to be made in time to approve final invoices before the end of the agreement. Final reports should be carefully prepared, completed, and submitted on time and must include a thorough description of all project activities and results. Draft final reports are subject to outside peer review, and are reviewed by FIPR staff to ensure all project objectives were achieved. In addition, final reports are reviewed for clarity, consistency, style, format, and typographical errors. If FIPR staff determines that a final report or other final product is not acceptable or needs revision, a copy of the edit-marked manuscript and a letter will be sent to the Contractor for review. Responses will be required for all requested clarifications, comments, and suggestions and where appropriate should be incorporated in a revised draft final report and resubmitted to FIPR within the timeframe specified in this Agreement for the final report. All reports should be submitted in an electronic format (Microsoft Word®) and provided to FIPR via electronic mail or sent by mail on electronic storage media of acceptable format. Amendment requests for additional time are discouraged and, for purposes of future application evaluations and selections, such an amendment may be considered a late deliverable.

VII. INVOICES

Contract payments are requested by submitting an invoice to FIPR in sufficient detail for a pre and post audit as required by Section 215.422, *Florida Statutes*. No work shall be invoiced, nor shall the Contractor receive payment for work performed outside the scope of this Agreement. Invoices associated with required reports

cannot be paid until the report has been properly reviewed and approved by FIPR. All invoices must be received by FIPR within three (3) months of the end of this Agreement to be eligible for payment unless otherwise permitted by FIPR in writing.

Contractor shall submit all invoices to:

FIPR Institute
1855 West Main Street
Bartow, FL 33830

VIII. PAYMENT TERMS

Contractor is responsible for any taxes due under this Agreement. FIPR will make payment within thirty (30) days of receipt of a proper and eligible invoice. If FIPR does not issue payment within thirty (30) days, FIPR will pay to Contractor, an interest penalty at the rate established pursuant to Section 55.03(1), *Florida Statutes* if the interest exceeds one dollar (\$1.00). The Contractor represents and warrants that it has not been placed on the Convicted Vendor List, thereby prohibiting Contractor from performing under this Agreement in accordance with Section 287.133, *Florida Statutes*. In the event of a dispute regarding the amount of an invoice, the approved amount will be processed for payment by FIPR. Payment of the amount subject to dispute will be withheld until the matter is resolved with the Contractor. In all cases of a disputed invoice, FIPR will promptly notify Contractor of the items in question via email or certified mail and will provide Contractor ten (10) business days to justify the claims by written response.

IX. FINANCIAL CONSEQUENCES

To guarantee FIPR receives timely and satisfactory reports and deliverables, a percentage (up to 20%) of the total funds may be withheld for the receipt of the final report or deliverables, including any equipment required by this Agreement to be returned to FIPR upon project completion.

X. EXPENDITURE OF CONTRACT FUNDS

The Contractor cannot obligate or expend any contract funds before this Agreement has been signed by all parties. No costs incurred after expiration or termination of this Agreement shall be allowed unless previously authorized by FIPR in writing.

XI. TRAVEL EXPENSES

The Contractor must pay any travel expenses from contract funds in accordance with the provisions of Section 112.061, *Florida Statutes*.

XII. EQUIPMENT PURCHASES

No item of equipment may be purchased with funds provided under this Agreement unless provided in Attachment A. Any deviation in equipment purchases from that specified in Attachment A, regardless of the impact on the total equipment budget, requires a written justification from the Contractor and prior written approval by FIPR. Contractor shall take title to any equipment approved for purchase and assumes liability for its proper maintenance and care as well as liability for its use. At the conclusion of the project the Contractor shall timely deliver all equipment purchased under this Agreement to the FIPR office in Bartow, Florida and shall effect transfer of title to FIPR. FIPR may also require the return of any purchased supplies not consumed during the course of a project that may have use in other current or future FIPR research work. Such request shall be made by FIPR in writing prior to final payment.

XIII. UNOBLIGATED FUNDS AND ALLOWABLE COSTS

In accordance with Section 215.971, *Florida Statutes*, the Contractor shall refund to FIPR any balance of unobligated funds which has been advanced or paid to the Contractor. In addition, funds paid in excess of the amount to which the Contractor is entitled under the terms and conditions of this Agreement must be refunded to FIPR. The Contractor agrees to expend all contract funds received under this Agreement solely for the purposes for which they were authorized and appropriated. Further, the Contractor may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Department of Financial Services' Reference Guide for State Expenditures, which are available online at www.myfloridacfo.com/aadir/reference_guide/.

XIV. REQUIRED PROCUREMENT PROCEDURES FOR GOODS AND SERVICES

The Contractor shall provide maximum open competition when procuring goods and services related to the funded project and shall comply with Sections 287.057 and 287.058, *Florida Statutes*.

XV. AVAILABILITY OF STATE FUNDS

FIPR's performance and obligation to pay under this Agreement are contingent upon sufficient funding from the Phosphate Research Trust Fund and an annual appropriation of adequate funds by the Florida Legislature. In the event that the state funds upon which this Agreement is dependent are unavailable, this Agreement will be automatically terminated and FIPR shall have no further liability to the Contractor beyond those amounts already expended prior to the termination date. Such termination will not affect the responsibility of the Contractor under this Agreement as to those funds previously distributed. In the event of insufficient funding from the Phosphate Research Trust Fund during the term of this Agreement, FIPR in its sole discretion may reduce the contract amount accordingly.

XVI. LOBBYING

The Contractor will not use any grant funds for lobbying the state legislature, the state judicial branch or any state agency in accordance with Sections 215.97 and 216.347, *Florida Statutes*.

XVII. CONTRACT ADMINISTRATION

The parties are legally bound by the requirements of this agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement and will be the official contact for each party. Any notice(s) or other communications in regard to this Agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below should be submitted in writing to the contract manager within 10 days of the change.

FIPR:

Name: Shannon Medley
Title: Fiscal & Business Analyst
Address: 1855 West Main Street
Bartow, FL 33830

Phone: 863-534-7160
Email: smedley@flpoly.org

Contractor:

Name:
Title:
Address:

Phone:
Email:

XVIII. ADVERTISING

Neither party may use the name of the other or of any employee of that party in any publicity, advertising or news release without the prior written approval of an authorized representative of the affected party. Notwithstanding the foregoing, FIPR shall comply with Section 1004.22, *Florida Statutes* in making available, upon request, the title and description of the research project, name of the researcher and the amount and source of funding for the project and may do so without any obligation to provide prior notice to Contractor.

XIX. SPONSORSHIP

Acknowledgement of FIPR funding is required for activities and publications supported by contract funds. If the Contractor is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state:

“Sponsored by the State of Florida and the Florida Industrial and Phosphate Research Institute.”

If the sponsorship reference is in written material, the words “State of Florida and the Florida Industrial and Phosphate Research Institute” shall appear in the same size letters or type as the name of the organization.

XX. PUBLICATION OF RESEARCH RESULTS

FIPR encourages publication of research results. To assure the scientific validity and accuracy of published works, the publication or distribution of any papers, monographs, articles, proceedings, film or other works produced as a consequence of this Agreement requires advance written approval by FIPR. At least two reprints of all approved non-FIPR publications shall be provided to FIPR as soon as they are available.

XXI. INTELLECTUAL PROPERTY

- (i) If any discovery or invention arises or is developed in the course or as a result of work or services performed under this Agreement, or in any way connected herewith, the Contractor shall refer the discovery or invention to FIPR to determine whether patent protection will be sought and in whose name the patent should appear if a patent is sought. FIPR shall have the exclusive right to determine such patent rights and the decision of FIPR with regard to patent rights shall be final.
- (ii) In the event that any reports, publications, data, or other copyrightable materials are produced, the Contractor shall notify FIPR to determine whether copyright protection will be sought and in whose name the copyright should appear if a copyright is sought. FIPR shall have the exclusive right to determine such copyrights and the decision of FIPR with regard to copyrights shall be final.
- (iii) The Contractor, without exception, shall indemnify and save harmless FIPR, Florida Polytechnic University and their respective employees, officers and directors from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used by the Contractor to the extent permitted by Florida law. FIPR will provide prompt written notification of claim of copyright or patent infringement. Further, if such claim is made or is pending, the Contractor may, at its option and expense, procure for FIPR, the right to continue to use or, replace, or modify the article to render it non-infringing. If the Contractor uses any design, device, or materials covered by letters,

patent, or copyright, it is mutually agreed and understood without exception that the proposed budget shall include all royalties or cost arising from the use of such design, device, or materials in anyway involved in the work.

XXII. CONTRACTOR INSURANCE REQUIREMENTS

Contractor shall provide adequate liability insurance coverage on a comprehensive basis and shall maintain such liability insurance at all times during the existence of this Agreement and any renewal(s) and/or extension(s). Upon execution of this Agreement, Contractor acknowledges and accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Contractor and any clients to be served under this Agreement. At the request of FIPR, Contractor shall furnish FIPR with written verification supporting both the determination and existence of adequate insurance coverage. FIPR reserves the right to require additional or alternate insurance at any time during the term of this Agreement.

XXIII. FLORIDA SINGLE AUDIT ACT

Each Contractor, other than a contractor that is a State agency, shall submit to an audit pursuant to Section 215.97, *Florida Statutes*. If a Contractor is not required by law to conduct an audit in accordance with the Florida Single Audit Act because it did not expend at least \$500,000 in state financial assistance, it must submit a Financial Report on its operations pursuant to Section 257.41(3), *Florida Statutes* within nine months of the close of its fiscal year.

XXIV. RETENTION OF ACCOUNTING RECORDS

Financial records, supporting documents, statistical records and all other records, including electronic storage media pertinent to the project, shall be retained for a period of five (5) fiscal years after the close out of the contract and release of the audit. If any litigation or audit is initiated or claim made before the expiration of the five-year period, the records shall be retained for five fiscal years after the litigation, audit or claim has been resolved. The Contractor must make all contract records of expenditures, copies of reports, books, and related documentation available to FIPR or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts and transcripts. FIPR reserves the right to unilaterally cancel this Agreement in the event that the Contractor refuses public access to all documents or other materials made or received by the Contractor that are subject to the provisions of Chapter 119, *Florida Statutes* known as the *Florida Public Records Act*. The Contractor must immediately contact FIPR's Contract Manager for assistance if it receives a public records request related to this Agreement.

XXV. CONTRACTOR ACCOUNTING REQUIREMENTS

The Contractor must maintain an accounting system that provides a complete record of the use of all contract funds as follows:

- (i) The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance and expenditure of contract funds;
- (ii) Accounting records must adequately identify the sources and application of funds for all contract activities and must classify and identify contract funds by using the same budget categories that were approved in accordance with Attachment A. If Contractor's accounting system accumulates data in a different format than the one in Attachment A, subsidiary records must document and reconcile the amounts shown in the Contractor's accounting records to those

- amounts reported to FIPR;
- (iii) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in Attachment A;
 - (iv) The name of the account(s) must include the FIPR contract number;
 - (v) The Contractor 's accounting records must have effective control over and accountability for all funds, property and other assets; and
 - (vi) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills and canceled checks).

XXVI. INDEPENDENT CONTRACTOR

The Contractor, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents or employees of the state. The Contractor is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.

XXVII. SUBCONTRACTORS

The Contractor shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Contractor may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. FIPR shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Contractor's subcontract(s), and the Contractor shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Contractor must take the necessary steps to ensure that each of its subcontractors will be deemed to be independent contractors and will not be considered or permitted to be agents, servants, joint venturers or partners of FIPR.

XXVIII. LIABILITY

FIPR will not assume any liability for the acts, omissions to act or negligence of the Contractor, its agents, servants or employees; nor may the Contractor exclude liability for its own acts, omissions to act or negligence to FIPR.

- (i) The Contractor shall be responsible for claims of any nature, including but not limited to injury, death and property damage arising out of activities related to this Agreement by the Contractor, its agents, servants, employees and subcontractors. The Contractor shall indemnify and hold FIPR, Florida Polytechnic University and the State of Florida harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Contractor is governed by Section 768.28, *Florida Statutes* it shall only be obligated in accordance with this Section.
- (ii) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity or increases the limits of its liability by entering into this Agreement.
- (iii) FIPR shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.
- (iv) The Contractor shall be responsible for all work performed and all expenses incurred in connection with the project. The Contractor may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities, provided that such subcontract has been approved in writing by FIPR prior to its execution and provided that it is understood by the Contractor that FIPR shall not be

liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

XXIX. BREACH OF AGREEMENT

FIPR will demand the return of contract funds already received, will withhold subsequent payments and/or will terminate this Agreement if the Contractor improperly expends and manages contract funds; fails to prepare, preserve or surrender records required by this Agreement; or otherwise violates this Agreement.

XXX. TERMINATION OF AGREEMENT

FIPR will terminate or end this Agreement if the Contractor fails to fulfill its obligations herein. In such event, FIPR will provide the Contractor a notice of its violation by letter and shall give the Contractor fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, FIPR will terminate this Agreement. The notice of violation letter shall be delivered to the Contractor's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that FIPR terminates this Agreement, the Contractor will be compensated for any work completed in accordance with this Agreement prior to the notification of termination if FIPR deems this reasonable under the circumstances. Contract funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to FIPR within thirty (30) days after termination of this Agreement. FIPR does not waive any of its rights to additional damages if contract funds are returned under this Section.

XXXI. PRESERVATION OF REMEDIES

No delay or omission to exercise any right, power or remedy accruing to either party upon breach or violation by either party under this Agreement shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default or any similar breach or default.

XXXII. NON-ASSIGNMENT OF AGREEMENT

The Contractor may not assign, sublicense or otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of FIPR, which shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the project. If FIPR approves a transfer of the Contractor's obligations, the Contractor shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties and obligations of FIPR to another governmental entity, pursuant to Section 20.06, *Florida Statutes* or otherwise, the rights, duties and obligations under this Agreement shall be transferred to the succeeding governmental agency as if it was the original party to this Agreement.

XXXIII. CONFLICTS OF INTEREST

The Contractor hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes* and affirms that it will not enter into or maintain a business or other relationship with any employee of FIPR or Florida Polytechnic University that would violate those provisions. The Contractor further agrees to seek authorization from the General Counsel for FIPR prior to entering into any business or other relationship with a state employee to avoid a potential violation of those statutes.

XXXIV. GOVERNING LAW

This Agreement shall be construed, performed and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will lie exclusively in Polk County, Florida.

XXXV. STRICT COMPLIANCE WITH LAWS

The Contractor shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations of the local, state and federal law.

XXXVI. NON-DISCRIMINATION

The Contractor may not discriminate against any employee employed under this Agreement or against any applicant for employment because of race, color, religion, gender, national origin, age, handicap or marital status. The Contractor shall insert a similar provision in all of its subcontracts for services under this Agreement.

XXXVII. AMERICANS WITH DISABILITIES ACT

All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes* and the Americans with Disabilities Act of 1990.

XXXVIII. EMPLOYMENT OF UNAUTHORIZED ALIENS

The employment of unauthorized aliens by the Contractor is considered a violation of Section 274A (a) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

XXXIX. BINDING OF SUCCESSORS

This Agreement shall bind the successors, assigns and legal representatives of the Contractor and of any legal entity that succeeds to the obligations of FIPR.

XL. SEVERABILITY

If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date(s) set forth below, effective as of the date last signed below.

FIPR:

CONTRACTOR:

Name: Randy K. Avent

Name: _____

Title: President, Florida Polytechnic University

Title: _____

Date: _____

Date: _____

ATTACHMENT B



Science and Engineering for Florida's Environment and Economy

Project Monitoring and Review

1. Contractors are required to submit progress reports every six (6) months unless otherwise specified in writing. When there is a high degree of uncertainty as to the direction experimental results may carry a project, the staff may specify more frequent progress reports. In the event more frequent reporting is required, the Contractor will be advised in writing prior to the Contract.

Progress reports will be reviewed by the Project Manager, and when appropriate, corrective action will be taken. All progress reports that contain data that has not been peer-reviewed will be considered confidential material.

2. Upon receipt, the Accounting Department will review all invoices for compliance with the contract documents (budget and budget narrative), enter the percent of the budget expended to date on the cover sheet and then pass the invoice on to the Project Manager for review. The Accounting Department also checks the invoice against the schedule and other performance commitments in the contract and enters the percent of scheduled time that has elapsed. When the time elapsed and the funds expended cannot be reconciled, the Project Manager is responsible for determining, with the Contractor, the cause of the discrepancy.

When in the judgment of the Project Manager or the Accounting Department, either the work performed or the charges for the work are not in accordance with the contract, payment for the item(s) in question will be withheld until the discrepancy can be reconciled with the Contractor.

3. The status of the budget and schedule for each project are documented in a report to the Phosphate Research and Activities Board at the scheduled Board meetings, which usually occur three times a year.
4. Contractors performing multi-year projects are required to submit annual reports three (3) months before the expiration of the first year and then every 12 months thereafter. The annual reports are reviewed by the FIPR Project Manager, Institute staff and the appropriate Institute Technical Advisory Committee (TAC). Contractors may also be asked to make an oral presentation to the TAC after submission of an annual report. The results of this annual review process will influence the staff's final recommendation to the Board regarding further funding for continuation of the work.

5. Notwithstanding the normal review and reporting requirements, in certain instances, (on the recommendation of the Staff or the Board) special reporting and/or monitoring procedures may be specified. This situation could arise for a number of reasons. Special oversight committees may be appointed when the project addresses a problem impacting a broad constituency or when the technical review requires greater expertise than that available within the staff or the Institute's standing Technical Advisory Committees. In other instances, more frequent reporting may be required when the methodology of the work is less well-defined due to uncertainties in the anticipated experimental results.

In these instances, the special reporting requirements will be documented in the Contract, an addendum to the contract or by letter.

6. At the completion of the project, the Contractor is required to furnish a final report, suitable for publication. The final report, in draft form is reviewed by the FIPR Project Manager and staff. Frequently, the draft is submitted to interested members of the relevant Technical Advisory Committee (TAC) and/or outside peer reviewers for comments and suggestions. The suggestions and comments are compiled by the FIPR Project Manager and forwarded to the Contractor. The Contractor then submits a final, publication ready copy of the report suitable for printing. The Project Manager adds a Project Perspective and the document is published in electronic format and made available to the public via the World Wide Web. Paper copies of the document are printed based on demand. Copies are routinely distributed to State Document Depository Libraries through the State Library of Florida. Several copies are permanently reserved for FIPR's Library. The balance of the printed copies is made available to the public through the Institute's library on request.

Occasionally, a report may be considered of insufficient interest to justify the expense of printing. In these instances, the report is maintained in FIPR's Library as an Open File report.

The Institute's standard contract terms provide for withholding up to 20% of the contract amount until receipt of all deliverables. This includes the final report and is intended to encourage the Contractor to submit his/her final report on a timely basis.

7. The FIPR staff may use other less formal procedures to monitor the work. These include the use of project logs, telephone conversations with the Contractor and site visits or meetings with the Contractors. When considered significant, the Project Manager makes a written record of such activities for the file. This is particularly true, when as a result of contact with the Contractor, a contract amendment is required. The choice of method and degree of formal (written) documentation is left to the judgment of the individual manager and varies with contractors and the nature of the work being performed.