United States Environmental Protection Agency
Washington, DC 20460

Interagency Agreement/ Amendment

Part 1 - General Information

1. EPA IA Identification Number RW-13-92400601 - 0

2. Funding Location by Region EPA HQ

3. Other Agency IA ID Number (if known) 14129057-0000-000

4. Awarding Office IASSC East

5. Type of Action New

6. IA Specialist: NancyT Brown 202-564-3264 brown.nancyt@epa.gov

7. Name and Address of EPA Organization
US Environmental Protection Agency
IASSC East
1200 Pennsylvania Avenue, NW Mail code 3903R
Washington, DC 20460

8. Name and Address of Other Agency
Department of Commerce-USPTO
Office of Enrollment and Discipline
P.O. Box 1450
Alexandria, VA 22314-1450

9. DUNS: 029128894 **10. BETC:** COLL **11. DUNS:** 070921085 **12. BETC:** DISB

13. Project Title and Description
United States Patent and Trademark Office.

This agreement sets forth the terms and conditions by which EPA agrees to provide ALJ's support staff, and court reporters to conduct formal proceedings and to hear and decide cases sent to it for adjudication by USPTO.

14. EPA Project Officer (Name, Address, Telephone Number)
Mary Keemer
1200 Pennsylvania Ave, NW (1900R)
Washington, DC 20460
202-564-6256
E-Mail: Keemer.Mary@epamail.epa.gov
FAX: 202-565-0044

15. Other Agency Project Officer (Name, Address, Telephone)
Bernice Littlejohn
Office of Enrollment and Discipline
Alexandria, VA 22314-1450
571-272-5485
E-Mail: bernice.littlejohn@uspto.gov
FAX: 571-273-5485

16. Project Period: 05/15/2014 to 05/29/2015

17. Budget Period: 05/15/2014 to 05/29/2015

18. Scope of Work (See Attachment)
See attached MOA.

19. Employer/Tax ID No. 520852695 **20. CAGE No:** 347A4 **21. ALC:** 68-01-0727

22. Statutory Authority for Transfer of Funds and Interagency Agreement
Economy Act 31 U.S.C. 1535

23. Other Agency Type Federal Agency

24. Revise Reimbursable Funds and Direct Fund Cites (only complete if applicable)

	Previous Funding	This Action	Amended Total
Revise Reimbursable (in-house)		0	0
Direct Fund Cite (contractor)		0	0
Total			0

Funds	Previous Amount	Amount This Action	Total Amount
25. EPA Amount		$0	$0
26. EPA In-Kind Amount			$0
27. Other Agency Amount		$60,000	$60,000
28. Other Agency In-Kind Amount			$0
29. Total Project Cost		$60,000	$60,000

30. Fiscal Information

Treas. Symbol	DCN	FY	Appropriation	Budget Org	PRC	Object Class	Site/Project	Cost Org	Ob/De-Ob Amt
6814/150108		1415	BR	16R0X05	ZZZME3	0			56,894
6814/150108		1415	BR	16R0Z05	ZZZME3	0			3,106
									60,000

Part II - Approved Budget

EPA IAG Identification Number
RW-13-92400601 - 0

31. Budget Categories	Itemization of All Previous Actions	Itemization of This Action	In-Kind Itemization of This Action	Itemization of Total Project Cost to Date
(a) Personnel		$56,894		$56,894
(b) Fringe Benefits				$0
(c) Travel				$0
(d) Equipment				$0
(e) Supplies				$0
(f) Procurement / Assistance				$0
(g) Construction				$0
(h) Other				$0
(i) Total Direct Charges	$0	$56,894	$0	$56,894
(j) Indirect Costs:	$0	$3,106		$3,106
Charged - Amount Rate: 5.46% Base: $60,000.00 Not Charged: Funds-In: Not charged by EPA Amount $				
(k) Total (EPA Share %) (Other Agency Share %)	$0	$60,000	$0	$60,000

32. How was the IDC Base calculated? 60000 X 5.46 = 3106

33. Is equipment authorized to be furnished by EPA or leased, purchased, or rented with EPA funds? ☐ Yes ☒ No
(Identify all equipment costing $1,000 or more)

34. Are any of these funds being used on Procure/Assistance agreements? ☐ Yes ☒ No

Type of Procure/Assistance Agreement

Contractor/Recipient Name (if known)	Total Procure/Assistance Amount Under This Project	Percent Funded by EPA (if known)
	Total $ 0.00	

Part III - Funding Methods and Billing Instructions

35. **(Note: EPA Agency Location Code (ALC) - 68010727)**

☐ Disbursement Agreement	Request for repayment of actual costs must be itemized on SF 1080 and submitted to the Financial Management Office, Cincinnati, OH 45268-7002:
☐ Repayment	☐ Monthly ☐ Quarterly ☐ Upon Completion of Work
☐ Advance	Only available for use by Federal agencies on working capital fund or with appropriate justification of need for this type of payment method. Unexpended funds at completion of work will be returned to EPA. Quarterly cost reports will be forwarded to the Financial Management Center, EPA, Cincinnati, OH 45268-7002.
☐ Allocation Transfer-Out	Used to transfer obligational authority or transfer of function between Federal agencies. Must receive prior approval by the Office of Comptroller, Budget Division, Budget Formulation and Control Branch, EPA Hdqtrs. Forward appropriate reports to the Financial Reports and Analysis Branch, Financial Management Division, PM-226F, EPA, Washington, DC 20460.

36. ☒ Reimbursement Agreement ☒ Repayment ☐ Advance
☐ Allocation Transfer-In

Other Agency's Billing Address (include ALC or Station Symbol Number)	Other Agency's Billing Instructions and Frequency
13-10-0001	

Part IV - Acceptance Conditions	EPA Identification Number RW-13-92400601 - 0

37. Terms and Conditions, when included, are located at the end of the 1610-1, or as an attachment.

Part V - Offer and Acceptance

Note: A) For Fund-out actions, the agreement/amendment must be signed by the other agency official in duplicate and one original returned to the Grants and IA Management Division for Headquarters agreements or to the appropriate EPA Regional IA administration office within 3 calendar weeks after receipt or within any extension of time that may be granted by EPA. The agreement/amendment must be forwarded to the address cited in item 29 after acceptance signature.

Failure to return the properly executed document within the prescribed time may result in the withdrawal of offer by EPA. Any change to the agreement/amendment by the other agency after the document is signed by the EPA Award Official, which the Award Official determines to materially alter the agreement/amendment, shall void the agreement/amendment.

B) For Funds-In actions, the other agency will initiate the action and forward two original agreements/amendments to the appropriate EPA program office for signature. The agreements/amendments will then be forwarded to the appropriate EPA IA administration office for signature on behalf of the EPA. EPA will return one original copy after acceptance returned to the other agency after acceptance.

EPA IA Administration Office (for administrative assistance)	EPA Program Office (for technical assistance)
38. Organization/Address U.S. Environmental Protection Agency IASSC East 1200 Pennsylvania Avenue, NW Mail code 3903R Washington, DC 20460	**39. Organization/Address** US Environmental Protection Agency OARM - Office of Administration and Resources Management 1200 Pennsylvania Ave, NW Washington, DC 20460

Award Official on Behalf of the Environment Protection Agency

40. Digital signature applied by EPA Award Official | FOR Frank N. Roth - Chief Fellowship IA & SEE Branch Michelle Messick - AO delegate	Date 06/25/2014

Authorizing Official on Behalf of the Other Agency

41. Signature	Typed Name and Title	Date
	Sarah T. Harris, General Counsel	05/15/2014

Administrative Conditions

1. **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.

2. **Cost Collection Upon Cancellation**

If the IA recipient cancels the agreement, the Environmental Protection Agency is authorized to collect costs incurred prior to the cancellation of the agreement, plus termination costs, up to the total payment amount provided for under the agreement.

Interagency Agreement
Between
The Environmental Protection Agency
And
The United States Patent and Trademark Office
For
Performance of Reimbursable Work

USPTO IAA No. 14129057-0000-000

I. General Information

Subject to the terms of this Interagency Agreement (Agreement), the Environmental Protection Agency (EPA) agrees to encumber on a reimbursable basis administrative law judges (ALJs), law clerks, staff attorneys, administrative staff, and court reporting services for the performance of work for the time period specified below to the United States Patent and Trademark Office (USPTO), subject to renewal upon mutual agreement of EPA and USPTO.

II. Purpose

This Agreement sets forth the terms and conditions by which EPA agrees to provide ALJs, support staff, and court reporters to conduct formal proceedings and to hear and decide cases sent to it for adjudication by USPTO.

III. References and Authorities

The authority for this Agreement includes 35 U.S.C. § 2(b)(5), which provides that USPTO may use, with their consent services, equipment, personnel, and facilities of other departments, agencies, and instrumentalities of the Federal Government on a reimbursable basis, and cooperate with such other departments, agencies, and instrumentalities in the establishment and use of services, equipment and facilities of USPTO.

IV. Definitions

Adjudication.

"Adjudication" means a trial-type proceeding conducted under the Federal Administrative Procedures Act (5 U.S.C. § 551, *et seq.*), and other statutes, including those that offer an opportunity for an oral, fact-finding hearing before an Administrative Law Judge.

VI. Furnishing Information to USPTO

EPA agrees to furnish USPTO with all appropriate billing information, including case number and citation, number of hours worked by the ALJ, and support personnel, and cost. EPA will furnish itemized bills to USPTO for reimbursement on a regular basis, but no less than quarterly.

VII. Maximum Costs

EPA billings to USPTO under this Agreement are not to exceed $60,000 unless this Agreement is modified by bilateral written amendment. It is anticipated that if future years are added, this cost ceiling will also be raised by bilateral written amendment.

VIII. Costs

USPTO will reimburse EPA upon receipt of invoice for 100 percent of the costs incurred during this period as a result of the performance of this adjudicatory work. This includes personnel compensation at current salary (to include actual cost-of-living adjustments) for the period of time specified in this Agreement; all normal personnel benefits paid by EPA for these employees; court reporter services; meeting room space as needed; all overtime authorized by USPTO; supplies specifically purchased for work completed for USPTO cases; and an overhead cost for administrative services attributable to the reimbursable work performed as determined by EPA, not to exceed 13% of the salaries and benefits costs. Any travel to local hearings required in the performance of the reimbursable work will be reimbursed to EPA for actual costs incurred through the issuance of EPA travel authorizations. EPA will bill USPTO through the Department of Treasury's On-line Payment and Collection (OPAC) system. USPTO uses the following financial tracking information: the agency locator code (ALC) is 13-01-0001, the DUNS number is 070921085, and the Taxpayer Identification Number (TIN) is 53-0197085. EPA uses the following financial tracking information: the ALC is 68-01-0727, the DUNS number is 029128894, and the TIN is 52-0852695.

USPTO Obligating Document No. NIN 129A1400107.
USPTO Accounting Information: 2014/A/129100/LLALAC/L00024/2534

Supporting documentation for billings should be sent to:

Office of Finance
U.S. Patent and Trademark Office
Mail Stop 17
P.O. Box 1450
Alexandria, Virginia 22313-1450
ATTN: Jay Kurtz
Financial Systems Analyst
(571) 272-6341
jay.kurtz@uspto.gov

V. Responsibilities of USPTO and EPA

USPTO will identify cases for the EPA Office of Administrative Law Judges to the attention of the Chief Judge at the following address:

The Honorable Susan Biro
Chief Administrative Law Judge
Environmental Protection Agency
1200 Pennsylvania Avenue, N.W.
Mail Code 1900R
Washington, D.C. 20460

The EPA Chief Judge assigns cases to an EPA ALJ whose responsibilities and authorities are provided in 37 C.F.R. §§ 11.19, 11.20, 11.24(d)(2)(i) and (ii), 11.25(b)(3) and (b)(5), 11.27(c), 11.28, and 11.32 through 11.54. Subject to these rules and with its powers, the assigned ALJ will be responsible for the control and conduct of each assigned case and maintaining the official administrative record and docket.

The assigned ALJ arranges for and conducts hearings and schedules post hearing briefs. The hearing will be conducted in accordance with 5 U.S.C. § 556 and a decision rendered within six months after the complaint is filed unless there are unusual circumstances which preclude issuance of an initial decision within six months of the filing of the complaint.

The EPA Office of Administrative Law Judges agrees to adhere to applicable USPTO procedures when conducting adjudications as provided in 37 C.F.R. §§ 11.32 through 11.54.

The EPA Office of Administrative Law Judges informs all parties that EPA will be presiding in the assigned cases and provides all pertinent information to the parties.

The EPA Office of Administrative Law Judges closes the record and writes the initial decision, then returns the certified record to USPTO at the following address:

Office of the Solicitor
U.S. Patent and Trademark Office
Mail Stop 8
P.O. Box 1450
Alexandria, Virginia 22313-1450

The EPA Office of Administrative Law Judges distributes the ALJ's decision in accordance with the applicable procedural regulations in 37 C.F.R. § 11.54 and bills USPTO for reimbursement of services.

The EPA Office of Administrative Law Judges will provide for court reporting services at all hearings unless otherwise arranged by mutual agreement by EPA and USPTO.

IX. Agreement Effective Date, Duration, Modification, and Termination

This Agreement shall become effective upon the last date of signature and shall remain in effect until May 29, 2015 unless otherwise modified or terminated. This Agreement may be modified or renewed through mutual written agreement among the Parties. The Parties anticipate they will renew the Agreement annually by bilateral written amendment to provide the effective time period, funding instructions, and limitations. Any substantive work or procedural changes in the nature of the adjudicatory work, i.e., case assignments, required by USPTO from EPA under this Agreement will be provided to the EPA Chief Administrative Law Judge and not require any written amendment to this Agreement.

Any party may terminate this Agreement upon 60 days written notification to the other party. If USPTO terminates the Agreement EPA is authorized to collect costs incurred prior to its termination.

X. Administration of the Agreement

This Agreement will be administered on behalf of USPTO by William R. Covey, telephone (571) 272-4097 and on behalf of EPA by Ms. Mary Keemer, telephone (202) 564-6256. All questions pertaining to billing and collections should be addressed to the following contacts on behalf of the respective agencies:

USPTO

Bernice Littlejohn
Program Analyst
Office of the General Counsel
(571) 272-5485 Voice
(571) 273-5485 Facsimile
bernice.littlejohn@uspto.gov

EPA

Carol J. (Owens) Goetz
Accountant
Cincinnati Finance Center
(513) 487-2117 Voice
(513) 487-2063 Facsimile
Goetz.Carol@epa.gov

XI. Other Provisions

Nothing herein is intended to conflict with current Office of Management and Budget, Office of Personnel Management, United States Department of Commerce, USPTO, or EPA directives. If the terms of this Agreement are inconsistent with existing directives of either of the agencies entering into this Agreement, then those portions of this Agreement which are determined to be inconsistent will be invalid, but the remaining terms and conditions of this Agreement not affected by inconsistency will remain in full force and effect. At the first opportunity for review of this Agreement, such changes as are deemed necessary will be accomplished by either an amendment to this Agreement, or be entering into a new Agreement, whichever is deemed expedient to the interest of both parties.

Should disputes arise as to the interpretation of the provisions of this Agreement, or amendment and/or revisions thereto, that cannot be resolved at the operational level of each agency, they will be resolved in accordance with the requirements of the Treasury Financial Manual (TFM),

Volume I, Part 2, Chapter 4700, Appendix 10, available at http://www.fms.treas.gov/tfm/index.html.

XII. Complete Agreement

This writing constitutes the final and complete expression of the Agreement of the parties and becomes effective when signed by both of the approving officials of the respective agencies to this Agreement.

APPROVED:

Signed for the Environmental Protection Agency by:

5/21/14	Michelle Mesnick for 6-25-14
Signature *Date*	*Signature* *Date*
Susan Biro Chief Administrative Law Judge	Francis Roth Chief, Fellowship IAG's and SEE's Branch

Signed for the United States Patent and Trademark Office by:

5/15/14	
Signature *Date*	*Signature* *Date*
Sarah T. Harris General Counsel	Anthony P. Scardino Chief Financial Officer

DETERMINATION AND FINDINGS

The Determinations and Findings are prepared as anticipated by an Interagency Agreement (IAA) between the United States Patent and Trademark Office (USPTO) numbered USPTO IAA 14129057-0000-000, and the Environmental Protection Agency (EPA) for the provision of administrative law judges, law clerks, staff attorneys, administrative staff, and court reporting services. Facts pertinent to this determination are set out in the IAA.

The USPTO warrants:

- That sufficient funding amounts are available;
- That this agreement is in the best interests of the United States Government;
- That the EPA is able to provide the ordered services; and
- That the services requested cannot be provided by contract as conveniently or cheaply by contracting directly with a private source.

This agreement will NOT require contracting action by EPA, as it has the appropriate resources and expertise in-house. The USPTO has determined that EPA through its existing internal resources has a proven infrastructure to provide the required services. The procurement of these services by the USPTO would require a substantial amount of time and resources that are not currently available internally. Through the use of EPA, the USPTO is able to quickly obtain its required services and leverage EPA's extensive knowledge and experience.

4/21/14

Katherine E. Kudrewicz
Contracting Officer
Office of Procurement
United States Patent and Trademark Office