

**Legal Terms and Conditions incorporated by reference on page 3**

1a. IRS agreement tracking number <i>(RA+ fiscal Year + B + project number)</i>	1b. IRS unique customer number
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2. Program contact information *(for all inquires other than those related to advance payment)*

Buyer Representative	Seller - IRS Budget Office Reimbursables Coordinator
a. Official's name _____	a. Official's name _____
b. Official's title _____	b. Official's title _____
c. Organization name _____	c. IRS Business Unit name _____
d. Address: _____	d. Address: _____
i. Street number _____	i. Street number _____
ii. Street name _____	ii. Street name _____
iii. City _____	iii. City _____
iv. State _____	iv. State _____
v. ZIP code _____	v. ZIP code _____
e. Telephone number _____	e. Telephone number _____
f. FAX number _____	f. FAX number _____
g. Email address _____	g. Email address _____

3. Statutory authority

<input type="checkbox"/> <b>Internal Revenue Code</b> (Sections 6103(p)(2), 6108(b), 6103(p)(4), 7213, 7213A, 7431) addresses authority to enter into reimbursable agreements, safeguarding and protection of tax return information, among other provisions impacting funds in reimbursable. See also the Legal Terms and Conditions, Section 1 on page 3 of this form.	<input type="checkbox"/> <b>Other Statutory Authority</b> superseding and/or providing more specific authority than the IRC. For example, the Foreign Assistance Act of 1961 (22 U.S.C. 2357) provides more specific authority and requirements for reimbursable agreements with foreign non-federal entities.
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4. Agreement action

<input type="checkbox"/> New	<input type="checkbox"/> Amendment <i>(increase or decrease)</i>		<input type="checkbox"/> Increase	<input type="checkbox"/> Decrease	<input type="checkbox"/> Cancellation
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5. Agreement period of performance

a. Start date	_____		
	MM-DD-YYYY		
b. End date	_____	<b>Note:</b> Enter the estimated completion (End) date for support under this agreement. IRS agreements operate on a fiscal year basis and do not cross fiscal years.	
	MM-DD-YYYY		
c. Cancellation date	_____		
	MM-DD-YYYY		

6. Description of requested products and/or services to be provided *(provide sufficient detail to allow the IRS to effectively cost products and/or services for the agreement period)*

7. Advance payment requirements

**All non-federal entities must provide an advance payment before the IRS begins any work for the full costs of goods and/or services ordered.**

**For IRS Use Only:** Once work has been completed and revenue earned, a commensurate amount will be drawn down against the advance payment using one of the following draw-down options.

- Monthly
  Quarterly
  Lump-Sum/One-Time - Products and/or services may be provided once or multiple times, however the full amount of earnings are recognized the first time a product is delivered and/or a service is rendered.

8. Breakdown of reimbursable cost estimate

Unit of measure applicable to project \_\_\_\_\_

Item quantity (A) \_\_\_\_\_

Unit price (B) \$ \_\_\_\_\_

Total direct costs (A x B) \$ \_\_\_\_\_

Indirect/Overhead costs \$ \_\_\_\_\_

Total estimated costs \$ \_\_\_\_\_

Initial reimbursable agreement amount (including any prior amendments) \$ \_\_\_\_\_

Current amendment - increase (decrease) \$ \_\_\_\_\_

Total current reimbursable agreement amount \$ \_\_\_\_\_

Total estimated costs at left must agree with the Total current reimbursable agreement amount below.

9. Billing and collection contact information and payment requirements

Non-Federal Entities must provide a valid Taxpayer Identification Number (TIN) or Employee Identification Number (EIN). The Dun and Bradstreet Universal Numbering System (DUNS) is the vendor data network used by the IRS. Insert TIN/EIN and DUNS numbers below. Submit advance payment to the mailing address referenced below.

Buyer (organization name)	Seller (organization name)
Finance Office Representative	Government Payables and Receivable Section (GPRS) (Advance Payment Inquiries Only)
a. Official's name _____	a. IRS Office name _____
b. Official's title _____	b. Telephone number _____
c. Billing address:	c. FAX number _____
i. Street number _____	d. Email address _____
ii. Street name _____	e. TIN/EIN _____
iii. City _____	
iv. State _____	
v. ZIP code _____	
d. Telephone number _____	
e. FAX number _____	
f. Email address _____	
g. TIN/EIN _____	
h. DUNS _____	

**Make advance payments to:**  
 Internal Revenue Service  
 Beckley Finance Center  
 P.O. Box 9002  
 Beckley, WV 25802-9002

Payment method:

- Paper check
  Electronic check via Pay.gov
  Money order
  Other \_\_\_\_\_

10. CFO authorizing/approving official information

	Seller (organization name)
	a. Official's name _____
	b. Official's title _____
	c. Telephone number _____
	d. Email address _____
	e. Signature/Date _____

**11. Authorizing/Approving official information**

Buyer ( <i>organization name</i> )	Seller ( <i>organization name</i> )
a. Official's name _____	a. Official's name _____
b. Official's title _____	b. Official's title _____
c. Telephone number _____	c. Telephone number _____
d. Email address _____	d. Email address _____
e. Signature/Date _____	e. Signature/Date _____

**11a. Co-Signature for authorizing/approving official (*as appropriate*)**

Buyer ( <i>organization name - optional</i> )	Seller ( <i>business unit name - optional</i> )
a. Official's name _____	a. Official's name _____
b. Official's title _____	b. Official's title _____
c. Telephone number _____	c. Telephone number _____
d. Email address _____	d. Email address _____
e. Signature/Date _____	e. Signature/Date _____

For example, a Buyer may require more than one approving official to ratify a reimbursable agreement.

For example, co-signatures from approving officials in more than one business unit may be required under statutory authorities governing reimbursable agreements with foreign entities.

## Legal Terms and Conditions

**1. IRS Reimbursable Authority:** The authority to perform services on a cost reimbursable basis is contained in sections 6103(p)(2) and 6108(b) of the Internal Revenue Code (IRC). Performance of services is authorized only when consistent with the basic public obligations of the Internal Revenue Service (IRS). If necessary to fulfill its public obligations, the IRS may modify, reject, cancel, or terminate any part of this agreement and return the unused balance of funds advanced.

1a. Section 6103(p)(4) of the IRC provides specific requirements for Federal, state, and local organizations to safeguard Federal tax returns and return information as a condition of receiving the information. IRS Publication 1075, Tax Information Security Guidelines for Federal, State, and Local Agencies (OMB No. 1545-0962) provides additional guidelines.

1b. Section 7213 of the IRC makes unauthorized disclosure of a return or return information a felony punishable by a fine not to exceed \$5,000 or imprisonment of not more than 5 years, or both, together with the costs of prosecution. Section 7213A makes unauthorized inspection of a return or return information punishable by a fine up to \$1,000, or imprisonment of not more than one year, or both, together with the costs of prosecution. Section 7431 makes persons who knowingly or negligently make an unauthorized disclosure of a return or return information liable for civil damages.

**2. IRS Costing:** The IRS will charge for direct and indirect/overhead costs for reimbursable work. If funds advanced to the IRS are more than the actual cost of performing the work, the difference will be returned to the Buyer. If the advance received is less than the actual costs incurred, the Buyer agrees to pay for the additional costs incurred and an amended Form 14417 indicating the increase in costs must be submitted along with additional funds. See OMB Business Rules for Advance Payment Policies. IRM 1.33.3, Strategic Planning, Budgeting and Performance Management Process; Reimbursable Operating Guidelines contains the IRS regulations applicable to costing its reimbursable agreements.

**3. Work Delays and Errors:** Although the IRS will make every reasonable effort to avoid delays and errors in the performance of this agreement, the IRS is not responsible for the Buyer's costs incurred due to any such delays or errors. The Buyer must pay for the cost of data recomputations or corrections.

**4. Data Recordkeeping:** The IRS reserves the right to use a copy of all data provided under this agreement.

**5. Cancellations:** Either the non-federal entity (Buyer) or the IRS (Seller) may cancel this agreement by giving written notice to the other party 30 days before cancellation. Payment to the IRS shall include actual costs incurred through the cancellation date, plus any termination costs. The IRS will exercise due diligence to prevent incurring costs after the cancellation date. However, the Buyer shall also reimburse the IRS for unavoidable commitments up to the date the agreement would have expired. When an accepted order is cancelled by the Buyer, the Seller is authorized to collect actual costs incurred through the cancellation date, plus any termination costs.

**6. Dispute Resolution:** Disputes and major differences between non-federal entities and the IRS shall be resolved in a similar manner to the business rules set out in the Treasury Financial Manual, Volume 1, Bulletin No. 2011-04, Intragovernmental Business Rules, dated November 8, 2010. See also: <http://fms.treas.gov/tfm/vol1/11-04.pdf>.

**7. Agreement Reference:** All communications between parties must refer to the Agreement by the "Project Agreement Number" (e.g. RA20XXBXXX).

# Instructions for Form 14417, Reimbursable Agreement - Non-Federal Entities

(State and Local Governments, Foreign Governments, Commercial Organizations, and Private Businesses)

**Note:** All information must be typed into the Reimbursable Agreement (Form 14417) other than Authorizing/Approving Officials' Signatures.

Field Number	Field Name	Field Action
1.a.	IRS agreement tracking number	Enter the IRS-assigned agreement tracking number (e.g. RA20XXBXXX). The numbering scheme is made up of 4 accounting sections: RA (Reimbursable Agreement); 20XX (fiscal year); B (Alpha Standard) and XXX (Unique IFS Internal Order Code for the project). Contact the IRS/ Chief Financial Officer/Corporate Budget to establish new agreement tracking numbers. For agreements recurring from year-to-year, use existing agreement tracking numbers, updated to reflect the current fiscal year (e.g. RA2011B001 to RA2012B001).
1.b.	IRS unique customer number	Enter the IRS-established unique customer number for the non-federal entity. The IRS Beckley Finance Center will provide new customer numbers once a signed agreement is received. For non-federal agreements that recur from year-to-year, IRS Business Unit Reimbursable Coordinators and Project Coordinators should continue to use the same customer numbers.
2.	Program contact information	
<b>Buyer Representative</b>		
2.a.	Official's name	Enter the name of the Buyer's Program Representative official.
2.b.	Official's title	Enter the title of the Buyer's Program Representative official.
2.c.	Organization name	Enter the Buyer's Organization name.
2.d.	Address	Enter the address - street number, street name, city, state, and zip code of the Buyer's Program Representative official.
2.e.	Telephone number	Enter the telephone number of the Buyer's Program Representative official related to the reimbursable agreement.
2.f.	Fax number	Enter the fax number of the Buyer's Program Representative official related to the reimbursable agreement.
2.g.	Email address	Enter the email address of the Buyer's Program Representative official related to the reimbursable agreement.
<b>Seller - IRS Budget Office Reimbursables Coordinator</b>		
2.a.	Official's name	Enter the name of the IRS Budget Office Reimbursables Coordinator official who will be certifying that advance payment(s) have been received, confirming work completion, and product delivery and/or services being rendered.
2.b.	Official's title	Enter the title of the IRS Budget Office Reimbursables Coordinator official.
2.c.	IRS Business Unit name	Enter IRS Business Unit Name.
2.d.	Address	Enter the address - street number, street name, city, state, and zip code of the IRS Budget Office Reimbursables Coordinator official.
2.e.	Telephone number	Enter the telephone number of the IRS Budget Office Reimbursables Coordinator official related to the reimbursable agreement.
2.f.	Fax number	Enter the fax number of the IRS Budget Office Reimbursables Coordinator official related to the reimbursable agreement.
2.g.	Email address	Enter the email address of the IRS Budget Office Reimbursables Coordinator official related to the reimbursable agreement.
3.	Statutory authority	Internal Revenue Code section references box is pre-populated. These statutory references always apply. Other Statutory Authority - This box should be checked when an additional statutory authority applies. Enter additional statutory authority on the line provided, if applicable.
4.	Agreement action	Enter agreement-related action type. (e.g., New, Amendment, or Cancellation) 1) Either New or Amendment must be checked. 2) If Amendment is checked, then either Increase, Decrease or Cancellation must be checked.
5.	Agreement period of performance	Enter the following information: 1) The start date of the agreement (effective date) 2) The end date of the agreement (the estimated completion date for support under this agreement). <b>Note:</b> IRS agreements operate on a fiscal year basis. Funding received from state, local and foreign governments applies to the current fiscal year only. Multi-year funding cannot be retained or applied to future fiscal years. 3) Enter the cancellation date of the agreement, if applicable.
6.	Description of requested products and/or services to be provided	Enter a description of requested products and/or services to be provided by the IRS, including scope of work or work statement to support delivery orders.

Field Number	Field Name	Field Action
7.	Advance payment requirements	<b>Non-federal customers must provide an advance payment before the IRS begins any work for the full cost of goods and/or services to be provided.</b>  Indicate the type of draw down method to be used: One box must be checked which denotes the frequency of revenue recognition and frequency of the advance draw down. "Monthly" is the recommended drawn down frequency.
8.	Breakdown of reimbursable cost estimate	
	Unit of measure applicable to project	Indicate the unit of measure that will be used to cost the project.
	Item quantity (A)	Enter the number of items, hours, or other unit of measure related to the project, as applicable.
	Unit price (B)	Enter the unit price of the product being delivered or services being rendered, as applicable.
	Total direct costs (A X B)	Enter total direct costs. See IRM 1.33.8 Reimbursable Operating Guidelines - Costing.
	Indirect/Overhead costs	Enter the total indirect/overhead costs. <b>Examples of indirect/overhead Costs include:</b> a) General management and administrative services, b) Facilities management and ground maintenance services (security, rent, utilities, and building maintenance), c) Procurement and contracting services, d) Financial management and accounting services, e) Information technology services, f) Services to acquire and operate property, plant and equipment, g) Publication, reproduction, graphics and video services, h) Research, analytical, and statistical services, i) Human resources/personnel services, and j) Library and legal services. See IRM 1.33.8 Reimbursable Operating Guidelines - Costing.
	Total estimated costs	Enter the total amount of estimated costs which equals direct and indirect/overhead costs.
	Initial reimbursable agreement amount, including any prior amendments	Enter the initial reimbursable agreement amount or the initial reimbursable agreement amount adjusted for any increases or decreases before the most recent amendment.
	Current amendment - increase (decrease)	Enter the current amendment amount - increase (decrease), as applicable.
	Total current reimbursable agreement amount	Enter the summation of the Initial Reimbursable Agreement Amount, including any prior amendments and Current Amendment - increase (decrease) fields.
9.	Billing & collection contact information and payment requirements	
<b>Finance Office Representative</b>		
9.a.	Official's name	Enter the name of the Buyer's Finance Office Representative official.
9.b.	Official's title	Enter the title of the Buyer's Finance Office Representative official.
9.c.	Billing address	Enter the address - street number, street name, city, state, and zip code of the Buyer's Finance Office Representative official.
9.d.	Telephone number	Enter the telephone number of the Buyer's Finance Office Representative official for correspondence on billing and collection issues.
9.e.	Fax number	Enter the fax number of the Buyer's Finance Office Representative official for correspondence on billing and collection issues.
9.f.	Email address	Enter the email address of the Buyer's Finance Office Representative official for correspondence on billing and collection issues.
9.g.	TIN/EIN	Enter the valid Taxpayer Identification Number (TIN) or Employee Identification Number (EIN) of the Buyer.
9.h.	DUNS	Enter the Dun and Bradstreet Universal Numbering System (DUNS) of the Buyer.
<b>Seller - Government Payables and Receivable Section</b>		
9.a.	IRS Office name	Pre-populated with BFC GPRS Helpdesk.
9.b.	Telephone number	Pre-populated with BFC GPRS Helpdesk telephone number.
9.c.	Fax number	Pre-populated with BFC GPRS Helpdesk fax number.
9.d.	Email address	Pre-populated with BFC GPRS Helpdesk email address.
9.e.	TIN/EIN	Pre-populated with IRS Taxpayer Identification Number (TIN).
	Payment method	Enter payment method option: 1) Paper Check, 2) Electronic Check via Pay.gov, 3) Money Order, or 4) Other. If another method is selected, describe the method used. One box must be checked.
10.	CFO authorizing/approving official information	
<b>Seller</b>		
10.a.	Official's name	Enter the name of the Director, Budget Execution.
10.b.	Official's title	Enter Director, Budget Execution.
10.c.	Telephone number	Enter the telephone number of the Director, Budget Execution.
10.d.	Email address	Enter the email address of the Director, Budget Execution.

Field Number	Field Name	Field Action
10.e.	Signature/Date	The Director, Budget Execution must sign and date to authorize the funding of products and/or services provided to the buyer on behalf of the seller. Work on the project will not begin until the sign-off has occurred.
11.	Authorizing/Approving official information	<b>Note:</b> Section 11a includes additional Buyer and Seller Authorizing/Approving information fields for cases where a program area requires multiple authorizing/approving officials.
<b>Buyer</b>		
11.a.	Official's name	Enter the name of the Buyer's Authorizing/Approving official.
11.b.	Official's title	Enter the title of the Buyer's Authorizing/Approving official.
11.c.	Telephone number	Enter the telephone number of the Buyer's Authorizing/Approving official.
11.d.	Email address	Enter the email address of the Buyer's Authorizing/Approving official.
11.e.	Signature/Date	The Buyer's Authorizing/Approving Official must sign and date to authorize the purchase of products and/or services provided on behalf of the requesting entity. Work on the project cannot begin until final signatures have been obtained.
<b>Seller</b>		
11.a.	Official's name	Enter the name of the IRS Authorizing/Approving official. Must be an IRS Employee.
11.b.	Official's title	Enter the title of the IRS Authorizing/Approving official.
11.c.	Telephone number	Enter the telephone number of the IRS Authorizing/Approving official.
11.d.	Email address	Enter the email address of the IRS Authorizing/Approving official.
11.e.	Signature/Date	The IRS Authorizing/Approving Official must sign and date to authorize the funding of products and/or services provided to the buyer on behalf of the seller. Work on the project will not begin until the sign-off has occurred.
11a.	Co-Signature for authorizing/approving official (as appropriate)	Includes additional Buyer and Seller Authorizing/Approving information fields for cases where a program area requires multiple authorizing/approving officials.

**Paperwork Reduction Act Notice.** We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form will vary depending on individual circumstances. The estimated burden for filing this form is approved under OMB control number 1545-2235. The estimated burden is shown below.

Recordkeeping . . . . . 0.  
 Learning about the law or the form . . . . . 10 min.  
 Preparing and sending the form to the IRS . . . . . 20 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. See the instructions above.