

## Testing Service Agreement

COMPANY (Complete Address):  
COMPANY POC Name:  
COMPANY POC Phone Number:  
COMPANY POC Email:  
COMPANY FINANCIAL POC Name and Phone Number:

ARDEC (Org Symbol):  
ARDEC POC Name:  
ARDEC POC Phone Number:  
ARDEC POC Email:  
ARDEC FINANCIAL POC Name and Phone Number:

NAME OF TEST OR NATURE OF SERVICE:

SPECIFIC ITEM TO BE TESTED:

PURPOSE: \_\_\_\_\_  
*(Include one sentence purpose statement and reference attached Statement of Work)*

WHEREAS 10 USC 2539b(a)(3) gives the secretaries of the military departments authority to make available to any person or entity, at an appropriate fee, the services of any government laboratory, center, range, or other testing facility for the testing of materials, equipment, models, computer software, and other items.

WHEREAS both parties agree that the provision of these services will not constitute undue competition with the private sector.

WHEREAS *(Insert COMPANY Name)* (hereinafter referred to as the purchaser) has requested, and the United States of America (hereinafter referred to as the Government) has agreed to conduct and/or furnish, certain tests and/or test services as described above, the purchaser and the Government do now therefore agree to the following terms and conditions which shall govern the conduct and/or furnishing of such tests and/or test services.

a. It is understood that the Government will accept the item(s) listed above for the stated test and any information submitted for use in such test shall not be disclosed outside the Government, except that such information may be disclosed to foreign governments when tests are conducted for or on behalf of private foreign industry.

b. The test and or test services shall be conducted and/or furnished at *(Insert Building Name and Number)* of Picatinny Arsenal. Work will commence within 30 days of receipt of payment and be completed within 60 days. The aforementioned beginning and estimated completion dates are to be furnished for planning purposes only, and the Government may, at its discretion and in order to accommodate mission related work, change such dates or terminate the test prior to completion with or without prior notice to the purchaser, and the Government shall not become liable to the purchaser as a result of or because of such changes or termination.

c. (1) In consideration of the test and/or test services to be conducted and/or furnished by the Government, the purchaser agrees to pay to the Government the cost thereof as determined by the Government, it being mutually agreed that such cost will include the amount necessary to recoup both the direct and indirect costs involved that are incurred by the Government to provide for the test services.

(2) Additionally, it is understood and agreed that the purchaser will bear all costs for transportation, packing, crating and drayage relating to the item(s) submitted for test, including that which the Government may, for its own convenience, perform or cause to be performed.

d. It being estimated by the Government that the cost of the test and/or test services to be provided by the Government will not exceed the sum of **\$(Insert Dollar Amount)** which sum includes:

Performing the tasks as outlined in purchaser's attached statement of work.

The purchaser will pay to the Government prior to commencement of the test and/or test services, the sum of **\$(Insert Dollar Amount)** by cashier's check, certified check, bank money order or U.S. Postal Money Order, made payable to DFAS-OPLOC St. Louis. Mail or hand deliver payments, with a copy of this Test Service Agreement, to:

U.S. Army ARDEC  
Managerial Accounting Office  
ATTN: RDAR-FMA (Catherine Croft)  
Building #1, 3rd Floor  
Picatinny Arsenal, NJ 07806-5000

It is understood and agreed that the Government will not incur costs in excess of the estimated amount without notice to the purchaser of a revised estimated cost and deposit, with the Government, by the purchaser of such additional sum as may be required to cover the additional estimated costs.

e. The purchaser and Government agree that:

(i) the Government shall not be liable for loss or destruction of or damage to the test item, or for any other damages, whether direct or consequential.

(ii) Upon completion or termination of the test and/or test services, and receipt by the purchaser of notification of such completion or termination, the purchaser will promptly remove the test item from the Government's premises.

f. The purchaser agrees:

(i) to hold harmless and indemnify the Government against the following insofar as they may result from the performance and/or furnishing of the test and/or test services described above:

(A) claims (including reasonable expense of litigation or settlement) by third persons (including employees of the purchaser) for death, bodily injury (including sickness or disease) or loss of, damage to, or loss of use of property, and

(B) loss of or damage to property of the Government or property in its custody, and loss of use of such property, and

(ii) that he will, at the request of and to the satisfaction of the Government, furnish bond, U.S. Postal Money Order, certified check or other security to guarantee compliance with part (i) of this clause.

g. The purchaser agrees not to circulate, refer to, or otherwise use for publicity or advertising purposes the results of the tests conducted by the Government in any manner that will bear a connotation of endorsement of a product by the Government.

h. The Government reserves the right to limit the number and term of visits of observers and/or test participants.

UNITED STATES OF AMERICA  
U.S. Army ARDEC  
Picatinny Arsenal, NJ

*(NAME/ADDRESS OF COMPANY/INDIVIDUAL)*

**Name**  
**Address**  
**Address**

BY \_\_\_\_\_  
(SIGNATURE)

BY \_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(TITLE)

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

## **STATEMENT OF WORK**

### **TITLE**

1.0 BACKGROUND.

2.0 APPLICABLE DOCUMENTS.

3.0 REQUIREMENT.