

## Interim Billing Provision – FFP

Purchase Contract No. \_\_\_\_\_

The prices set forth in this contract are interim billing prices. On or before \_\_\_\_\_ or such other date as Buyer may designate, Seller agrees to furnish Buyer, in the form prescribed by Buyer, accurate, complete, and current cost or pricing data as defined in FAR 15.408, as applicable, and to execute the Certificate of Current Cost or Pricing Data as set forth in FAR 15.406-2 upon completion of negotiations and agreement on price. Based on the information so submitted, the parties shall, on or before \_\_\_\_\_, or the completion of \_\_\_\_\_% of the production of supplies, whichever comes first, establish by negotiation a final unit and/or total price for all supplies ordered hereunder.

In no event shall the final total price exceed the total interim billing price set forth in this contract.

If Buyer and Seller fail to agree upon the final total price, either party may, upon thirty (30) days prior written notice to the other, submit the matter to arbitration in accordance with the rules of the American Arbitration Association. In such event, the decision of the arbitrator or arbitrators shall be final and binding upon the parties hereto and judgment upon the arbitration award may be entered in any court having jurisdiction thereof. Pending decision of any dispute hereunder, Seller shall diligently proceed with the performance of this contract.

Seller shall maintain books, records, documents, and other evidence, sufficient to reflect properly all direct and indirect costs and other data included in cost or pricing data furnished by Seller. However, no material change will be required to be made in Seller's accounting procedures and practices if they conform to generally accepted accounting practices and cost or pricing data required to be furnished hereunder are readily ascertainable therefrom.

Seller agrees that its books, records and its plants or such part thereof as may be engaged in the performance of this contract shall at all reasonable times be subject to inspection and audit by an authorized representative of Buyer and the department or agency of the Government having cognizance over the prime contract referred to on the face of this contract.

If this contract is terminated prior to establishment of the final total price, the prices of supplies or services shall be established pursuant to this attachment for (i) completed supplies accepted by Buyer and services performed and accepted by Buyer, and (ii) in the event of a partial termination, supplies and services which are not terminated. All other elements of the termination shall be resolved pursuant to other applicable provisions of this contract.

After final price negotiations, the prices agreed upon shall be evidenced by Buyer's duly executed purchase contract change notice, and the provisions of this attachment will be deleted.