OPTIONAL INFORMATION FOR ELECTRONIC FUND TRANSFER PAYMENT (DATE)

- (a) Method of payment. After the Contractor provides the information described in paragraph (d) of this clause, in accordance with paragraph (b), payments by the Government under this contract, including invoice and contract financing payments, may by made by check or electronic fund transfer (EFT) at the option of the Government. If payment is made by EFT, the Government may, at its option, also forward the associated payment information by electronic transfer. For this clause, the term EFT includes both the fund transfer and the information transfer.
- (b) Contractor consent. (1) If the Contractor is willing to be paid by EFT, the Contractor shall provide the EFT information described in paragraph (d) of this clause. If the Contractor does not provide the EFT information, this clause is inoperative. The Contractor agrees that, after providing EFT information in accordance with this clause, the Contractor cannot withdraw the Government's right to make payment by EFT for this contract.

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the payment office.

- (c) Contractor's EFT information. Prior to submission of the first request for payment (whether for invoice or contract financing payment) under this contract, for which the Contractor desires EFT payment, the Contractor shall provide the information required to make contract payment by EFT, as described in paragraph (d) of this clause, directly to the Government payment office named in this contract. If more than one payment office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the changed information to the designated payment
- (d) Required EFT information. The Government may make payment by EFT through either the Automated Clearing House (ACH) or Federal Reserve System wire transfer at the Government's option. The Contractor shall provide the following information for both methods in a form acceptable to the designated payment office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause).
- (1) The contract number to which this notice applies.
- (2) The Contractor's name and account number at the Contractor's financial agent.
- (3) The signature, title, and telephone number of the Contractor official authorized to provide this information.

- (4) For ACH payment only:
- (i) Name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.
- (ii) Contractor's account number and the type of account (checking, saving, or lockbox).
- (5) For Federal Reserve System Wire Transfer payments only:
- (i) Name, address, telegraphic abbreviation, and the 9-digit Routing Transit Number for the Contractor's financial agent,
- (ii) If the Contractor's financial agent is not directly on-line to the Federal Reserve System's wire transfer network, and therefore not the receiver of the wire transfer payment, the Contractor shall also provide the name, address, and 9-digit Routing Transit Number of the correspondent financial agent receiving the wire transfer payment.
- (e) Suspension of payment: (1)
  Notwithstanding the provisions of any other clause, if after receipt of the Contractor's EFT information in accordance with paragraph (b) of this clause, the EFT information is found to be incorrect, and until after receipt from the Contractor of the correct EFT information by the designated payment office: (i) the Government is not required to make any further payment under this contract; and (ii) any invoice or contract financing request shall be deemed not to be a valid invoice or contract financing request as defined in the Prompt Payment clause of this contract.
- (2) If the EFT information changes, after submission of correct EFT information, the Government shall begin using the changed EFT information no later than the 30th day after its receipt. However, the Contractor may request that no further payments be made until the changed EFT information is implemented by the payment office. If such suspension would result in a late payment under the Prompt Payment clause of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.
- (f) Contractor EFT arrangements. The Contractor shall designate a single financial agent capable of receiving and processing the electronic fund transfer and associated electronic payment information transfer, using the EFT methods described in paragraph (d) of this clause. The Contractor shall pay all fees and charges for receipt and processing of transfers.
- (g) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government failed to use the Contractor-provided EFT information in the correct manner, the Government remains responsible for (i) making a correct payment, (ii) paying any prompt payment penalty due, and (iii) recovering any erroneously directed funds.
- (2) If an uncompleted or erroneous transfer occurs because Contractor-provided EFT

- information was incorrect at the time of Government release of the EFT payment transaction instruction to the Federal Reserve system, and:
- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds, or
- (ii) If the funds remain under the control of the payment office, the Government retains the right to either make payment by mail or suspend the payment in accordance with paragraph (e) of this clause.
- (h) EFT and prompt payment. (1) A payment shall be deemed to have been made in a timely manner in accordance with the Prompt Payment clause of this contract if, in the EFT payment transaction instruction given to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified due date is a valid date under the rules of the Federal Reserve System.
- (2) When payment cannot be made by EFT because of incorrect EFT information provided by the Contractor, no interest penalty is due after the date of the uncompleted or erroneous payment transaction, provided that notice of the defective EFT information is issued to the Contractor within seven days after the Government is notified of the defective EFT information.
- (i) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the clause at section 52.232–23, Assignment of Claims, the assignee shall provide the EFT information required by paragraph (d) of this clause for the assignee. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information which shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (e) of this clause.
- (j) Payment office discretion. If the Contractor does not wish to receive payment by EFT methods for one or more payments, a request may be submitted to the designated payment office to refrain from requiring EFT information or using the EFT payment method. The decision to grant the request is solely that of the Government.

  (End of clause)

[FR Doc. 95-24579 Filed 10-2-95; 8:45 am] BILLING CODE 6820-EP-M