

**Subcontract Agreement
between**
**and
The Trustees of Indiana University**

This Subcontract Agreement ("Agreement") is entered into this _____ day of _____, 2016 between insert full name of subcontractor (hereinafter referred to as "Subcontractor") and the Trustees of Indiana University (hereinafter referred to as "Indiana").

Indiana has received a grant from the name of agency and abbreviation, Grant No. insert identification if applicable, entitled "insert project title", under the direction of insert IU Principal Investigator name, an Indiana employee and faculty member (hereinafter referred to as "Principal Investigator"). In order to conduct the above grant and in accordance with the proposal to insert agency abbreviation, Indiana wishes to have Subcontractor perform certain work and/or services being within the scope of the aforesaid grant.

Subcontractor has the necessary personnel and facilities to perform the work and/or services for Indiana and agrees to participate in accordance with the terms below.

THEREFORE, it is agreed as follows:

Article 1. Scope of Work

The work to be performed by Subcontractor will be in accordance with Subcontractor's proposal to Indiana dated _____ for the project entitled "insert project title". [OR insert specific work statement] The work to be conducted by Subcontractor will be under the direction of insert name of subcontractor's PI (hereinafter referred to as "Subcontractor Investigator"). Subcontractor's proposal to Indiana is hereby incorporated as a part of this Agreement and is attached as Exhibit A.

Article 2. Period of Performance

The period of performance of this Agreement shall begin on _____ and shall terminate on _____ unless changed by mutual consent of the parties by written amendment to this Agreement.

Article 3. Consideration and Payment

- A. The cost to Indiana for Subcontractor's performance of this Agreement shall not exceed \$ _____.
- B. Indiana shall reimburse Subcontractor for costs incurred under this Agreement on a cost reimbursement basis. Subcontractor's Business Office shall send an invoice to Indiana no more frequently than monthly indicating the cost incurred in the budget categories outlined in Article 4 below. The final invoice shall be sent to Indiana no later than thirty (30) days after termination of this Agreement.
- C. Following the execution of this Agreement, Subcontractor will receive a Purchase Order from Indiana. The Purchase Order will contain billing instructions and an address for submission of invoices. All invoices must reference the Purchase Order number. Invoices may be emailed to invoice@indiana.edu or mailed to: Indiana University, IU Accounts Payable, 400 E. 7th Street, Room 021, Bloomington, Indiana, 47405-3003.

Article 4. Allowable Costs and Budget

- A. Funds provided and expenses incurred under this Agreement must be accounted for in a separate account and used only for the purposes specified in this Agreement.
- B. Costs incurred during the period of this Agreement shall be in accordance with [insert agency policies or other reference as appropriate]. The following budget is an estimate of the costs to be incurred by Subcontractor. Subcontractor may rebudget within the guidelines referenced above [or insert restrictions].

Personnel/ Consultants
Equipment/ Supplies
Travel
Other Allowable Costs
Total Direct Costs/ Facilities & Administration Costs
Total Costs

- C. [Insert special budget restrictions, if applicable. Change last 2 sentences of B above if necessary.]

Article 5. Records and Audit

- A. Subcontractor shall maintain and have available for audit and inspection all administrative and financial records, supporting documents, and all other records, pertinent to the financial costs allocated to this Agreement for a period of three (3) years following the termination date except that, if an audit is initiated before the expiration of the three (3) year period, the records shall be retained until audit findings have been resolved. The above records are subject to inspection and audit by Indiana, [insert name of funding agency], or their designated representative, at all reasonable times during the life of the grant and for three (3) years thereafter [be sure time frame is consistent with prime award].
- B. Any costs reimbursed by Indiana which are subsequently found to be disallowed under audit shall be refunded to Indiana by Subcontractor.

Article 6. Termination

This Agreement may be terminated by either party providing the other party receives written notice thirty (30) days prior to the effective date of termination. If the termination is initiated by Indiana, Indiana shall reimburse Subcontractor for all costs and noncancellable commitments incurred within the budget specified in Article 4 above prior to the effective date of such termination. In the event of default by Subcontractor of its obligations under this Agreement, or if the termination is initiated by Subcontractor, Indiana shall reimburse Subcontractor for all costs incurred within the budget specified in Article 4 above prior to the effective date of the default or termination.

Article 7. Technical Direction

It is understood by the parties that the Principal Investigator and Indiana are responsible to [insert name of agency] for scientific supervision and program control of the work to be conducted under this Agreement and Grant No. _____.

Article 8. Reports *CHECK PRIME AGREEMENT*

- A. Fiscal Reports - Subcontractor agrees to provide Indiana thirty (30) days after the termination date of this Agreement, a statement of disbursements by budget category for the period covered by this Agreement. This report will reflect any unexpended funds and will be certified correct by the Chief Financial Officer, or his designee, of Subcontractor.

- B. Other Reports - Subcontractor further agrees to provide Indiana, upon request, any information pertaining to the results, findings, or methods developed or used under this Agreement.

Article 9. Nondiscrimination and Affirmative Action

- A. Subcontractor shall not discriminate against any employee, applicant for employment, student, or applicant for admission on the basis of race, sex, color, religion, age, ancestry, national origin, or handicap. Acceptance of this Agreement signifies full compliance on the part of Subcontractor with Title VI and Title VII of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973.
- Subcontractor ensures that no person shall on the grounds of race, sex, color, religion, age, ancestry, national origin, or handicap be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any program activity or with respect to any matter directly or indirectly related to employment.
- B. Subcontractor further agrees:
1. To abide by Executive Order 11246, as amended, and the Rules and Regulations applicable thereto which are incorporated by reference and made a part of this Agreement; and
 2. To take affirmative action to employ and advance in employment qualified handicapped individuals and qualified disabled veterans and Vietnam-Era veterans as required by the Rehabilitation Act of 1973 and the Vietnam-Era Veterans Readjustment Act of 1974, and regulations issued pursuant to those Acts which are incorporated by reference and made a part of the Agreement.

Article 10. Human Subjects

During the course of this project, should the use of experimental human subjects become involved, Subcontractor agrees to comply with the federal regulations governing the protection of human research subjects, 45 CFR Part 46. Subcontractor will provide Indiana copies of their supporting and approved materials for human experimentation conducted under this Agreement.

Article 11. Laboratory Animals

During the course of this project, should the use of laboratory animals become involved, Subcontractor agrees to comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544) as amended (P.L. 91-579, P.L. 94-279, and P.L. 99-198) 7 U.S.C. 2131 et. seq. and the guidelines prescribed in the "Guide for the Care and Use of Laboratory Animals," DHHS, NIH Publication No. 86-23, and any subsequent or applicable amendment, addendum, or revision. Subcontractor will provide Indiana copies of their supporting and approved materials for use of laboratory animals under this Agreement.

Article 12. Recombinant DNA Research

During the course of this project, should the conduct of research involving recombinant DNA molecules become involved, Subcontractor agrees to comply with the Department of Health and Human Services "Guidelines for Research Involving Recombinant DNA Molecules" dated May 7, 1986, and any subsequent or applicable amendment, addendum, or revision. Subcontractor will provide Indiana copies of their supporting and approved materials for research involving recombinant DNA molecules conducted under this Agreement.

Article 13. Policies and Procedures

Subcontractor agrees to administer this Agreement in accordance with its established policies and procedures, unless these policies and procedures are in violation of this Agreement or the agency sponsoring this Agreement. In the event Subcontractor's policies and procedures are not in accordance with this Agreement or the agency sponsoring this Agreement, Subcontractor agrees to follow the most restrictive regulations.

Article 14. Modification

Any modification to this Agreement shall be in writing and signed by both Indiana and Subcontractor.

Article 15. Conflict of Interest

If a conflict of interest is identified in relation to this project, Subcontractor will notify Indiana at iupuicoi@iupui.edu and provide assurance that the conflict of interest has been managed, reduced, or eliminated in accordance with 42 CFR Part 50.

Article 16. Inventions and Patents

Subcontractor and Indiana agree that inventions will be owned by Indiana.

Article 17. Rights in Data

The term "data" means writings, films, sound recordings, pictorial reproductions, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not drawings, designs or other graphic representation, procedural manuals, forms, copyrightable) developed or conceived under the terms of this Agreement. Subcontractor agrees that all data shall be owned by Indiana.

Article 18. Additional Terms and Conditions ONLY USE THIS SECTION IF APPLICABLE

This Agreement is also subject to all the applicable terms and conditions of prime grant awarded from [REDACTED] to Indiana, which is hereby incorporated (REDACTED) as a part of this Agreement as Exhibit B.

SIGNATURE PAGE FOLLOWS

Subcontractor

Name:
Title:

Date: _____

Read and Understood:
Subcontractor Investigator

Name:
Title:

Date: _____

IU Proposal #

Trustees of Indiana University

Name:
Title:

Date: _____

Read and Understood:
Principal Investigator

Name:
Title:

Date: _____

EXHIBIT A
STATEMENT OF WORK

EXHIBIT B
Prime Agreement (REDACTED)