

**SUBCONTRACT AGREEMENT# CG \_\_\_\_\_**  
**BETWEEN**  
**THE UNIVERSITY OF MARYLAND BALTIMORE COUNTY**  
**AND**  
**SUBCONTRACTOR**

This agreement is entered into to specify the terms and conditions under which the University of Maryland Baltimore County (UMBC) and (Subcontractor) will cooperate under (Funding Agency) Grant No. awarded to UMBC with \_\_\_\_\_ as Principal Investigator and \_\_\_\_\_ as Responsible Investigator at Subcontractor.

The terms of this Agreement are intended to provide the administrative framework for the institutions cooperating in the performance of this project. (Subcontractor) shall make all reasonable efforts to perform the scope of work as outlined in Appendix A.

**ARTICLE 1 - STATEMENT OF WORK**

(Subcontractor) shall provide all the necessary personnel and facilities to conduct the work of this agreement.

**ARTICLE 2 - PERIOD OF PERFORMANCE**

This agreement shall begin on \_\_\_\_/\_\_\_\_/\_\_\_\_ and shall not extend beyond \_\_\_\_/\_\_\_\_/\_\_\_\_ unless the period is extended by modification of this Agreement.

**ARTICLE 3 - KEY PERSONNEL**

The following person is considered to be essential to the work performed hereunder:

In the event that the Key Person becomes unable or unwilling to continue the project, (Subcontractor) shall notify UMBC in writing to propose an individual to replace such Key Person. Any replacement of a Key Person must be approved, in writing, by OSPA. In the event a mutually acceptable replacement is not available, UMBC shall have the option to terminate the project.

**ARTICLE 4 - CONSIDERATION**

The total cost of this Subcontract may not exceed \$\_\_\_\_\_ and shall be expended in accordance with the budget as provided in Appendix B.

This is a cost-reimbursement type Subcontract Agreement. Serially numbered monthly invoices from (Subcontractor) shall be sent to the Accounts Payable Manager, Comptroller's Office, University of Maryland Baltimore County, 1000 Hilltop Circle, Baltimore, Maryland, 21250. Payment will be made monthly for services performed. The invoices shall contain sufficient detail, by line item budgeted, to enable the Comptroller to review and approve them.

## ARTICLE 5 - ADMINISTRATIVE CONSIDERATION

The policies of (Subcontractor) concerning salaries, fringe benefits, travel, and travel reimbursement are to apply, provided they are in compliance with the Funding Agency policies.

## ARTICLE 6 - CONTRACT-RELATED INCOME

(Subcontractor) will inform UMBC of any contract-related income and will maintain appropriate records for the receipt and disposition of such income.

## ARTICLE 7 - ADMINISTRATIVE PERSONNEL

The departmental administrative point of contact is as follows:

## ARTICLE 8 - REBUDGETING

(Subcontractor) is permitted to rebudget direct costs as dictated by their needs per Funding Agency, with exception of equipment. Any equipment purchased under this Agreement which is not incorporated in the originally approved budget requires prior approval of UMBC.

(Subcontractor) is not permitted to rebudget indirect costs into direct costs or use indirect costs for any other purpose.

## ARTICLE 9 - AUDIT

(Subcontractor) agrees to comply with the requirements of OMB Circular A-133 as appropriate. (Subcontractor) agrees to provide awarding institution with copies of any of the independent auditors' reports presenting instances of noncompliance with federal laws and regulations that directly affect the performance or administration of this agreement. In cases of noncompliance (Subcontractor) will provide copies of responses to audit reports and plan for corrective action. (Subcontractor) shall be responsible for any audit exceptions that may occur. (Funding Agency), UMBC, and any of their duly authorized representatives, shall have access to all records for audit purposes.

## ARTICLE 10 - PUBLICATION

(Subcontractor) is encouraged to publish the results of their work under this Agreement. (Funding Agency) support should be acknowledged as follows: "This project was supported by the (Funding Agency) Grant No. \_\_\_\_\_" and must contain reference to the proportion of the work so supported. The Principal Investigator, UMBC and the Responsible Investigator, (Subcontractor) shall together make the decision regarding authorship on publications.

## ARTICLE 11 - EQUIPMENT

In accordance with the funding agency requirements, UMBC will be accountable for and hold title to all equipment purchased under this Agreement and will be responsible for employing it

for the overall purpose of the project. (Subcontractor) agrees to maintain sufficient records to enable UMBC to fulfill its accountability to the Funding Agency. Upon termination of the final project period, (Subcontractor) may request title to equipment purchased under this Agreement, and UMBC will consider such request at that time.

#### ARTICLE 12 - OWNERSHIP OF INTELLECTUAL PROPERTY

Rights to inventions resulting from the performance made solely by Subcontractor faculty and staff under this subcontract will be solely owned by Subcontractor. Inventions made solely by UMBC faculty and staff will be solely owned by UMBC. Inventions made jointly by faculty and staff of both UMBC and Subcontractor will be jointly owned by UMBC and Subcontractor, who agree to jointly determine patent filing and licensing pursuant to existing patent law. Subcontractor agrees that \_\_\_\_\_, the prime sponsoring agency, retains certain rights in the use of the materials created or produced under this agreement. Subcontractor represents and warrants that it will not infringe any third party's intellectual property or proprietary rights in connection with its performance of this agreement. The parties agree to have all persons performing work under this project to be covered by this agreement.

#### ARTICLE 13 - HUMAN SUBJECTS

No research involving humans is planned or authorized under this Agreement.

#### ARTICLE 14 - LABORATORY ANIMALS

No research involving animals is planned or authorized under this Agreement.

#### ARTICLE 15 - CIVIL RIGHTS AND EQUAL EMPLOYMENT OPPORTUNITY

(Subcontractor) shall comply with title VI of the Civil Rights Act of 1974 and Executive Order No. 11246 of September 24, 1965 by the U.S. President, and certifies that it has a valid Assurance of Compliance on file with Department of Health and Human Services.

#### ARTICLE 16 – FLOW DOWN PROVISIONS

The terms and conditions of the funding agency are included by reference in this subcontract and shall be binding to the extent that they are applicable to the subcontractor.

#### ARTICLE 17 - REPORTING REQUIREMENTS

(Subcontractor) shall render to UMBC technical progress reports and a final technical report on work performed under this Agreement as required by UMBC.

#### ARTICLE 18 - SUBCONTRACTORS

(Subcontractor) shall not subcontract for any of the services to be performed under this Agreement without the prior written consent of UMBC.

## ARTICLE 19 - TERMINATION

In the event that the (Funding Agency) terminates the grant or funding thereunder, or for any other significant reason, UMBC may terminate this Agreement upon thirty (30) days written notification to (Subcontractor) which, in the event of termination, will be reimbursed for any non-cancelable obligations properly incurred prior to the date of notice of termination.

## ARTICLE 20 - MODIFICATIONS

Modifications to this Agreement may be made only in writing signed by authorized representatives by both parties.

## ARTICLE 21 - COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be considered an original, but which together shall constitute but one and the same Agreement.

## ARTICLE 22 - DEBARMENT, SUSPENSION

(Subcontractor) hereby represents and certifies that neither it nor its principals is presently:

- a. debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency;
- b. have within a 3-year period preceding this subcontract been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. are presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in (b) above; and
- d. have within a 3-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause of default.

## ARTICLE 23 - NON-DELINQUENCY ON FEDERAL DEBT

(Subcontractor) certifies that it is not delinquent on the repayment of any federal debt. For the purposes of this certification, the following definitions of delinquency apply:

- a. For direct loans and fellowships (whether awarded directly to the applicant by the Federal Government or by an institution using Federal funds), a debt more than 31 days past due on a scheduled financial payment. (This definition excludes "service" payback under the National Research Service Award).
- b. For guaranteed and insured loans, recipients of a loan guaranteed by the Federal Government that the Federal Government has repurchased from lender because the borrower breached the loan agreement and is in default.

c. For grants, organizations in receipt of a "Notice of Grants Cost Disallowance" which have not repaid the disallowed amount or which have not resolved the disallowance. (This definition excludes disallowances in an "appeal" status.)

#### ARTICLE 24 - SCIENTIFIC MISCONDUCT AND CONFLICT OF INTEREST

(Subcontractor) certifies by signing this agreement that it has submitted to NIH (Office of Scientific Integrity) an assurance that (Subcontractor) has established administrative procedures to review allegations of scientific misconduct. (Subcontractor) certifies by signing this agreement that all (Subcontractor) investigators have disclosed any real or apparent conflict of interest potential and each investigator has been informed of the Conflict of Interest Regulations and her/his reporting responsibilities. The (Subcontractor) certifies that it has and maintains an appropriate, written, enforced policy on conflict of interest that complies with 42 CFR Part 50, Subpart F and that the (Subcontractor) has informed each Investigator of that policy.

#### ARTICLE 25 - LOBBYING CERTIFICATION

(Subcontractor) by signing this agreement makes the same certification regarding lobbying if any along with all other required certifications of Funding Agency per its standard Certification form 1207 P. 2.

#### ARTICLE 26 - DRUG-FREE WORKPLACE CERTIFICATION

By signing this Agreement, (Subcontractor) certifies that it is in compliance with the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F.

#### ARTICLE 27 - GOVERNING LAW

This Agreement is deemed to be made under, and shall be construed in accordance with, the laws of a court of competent jurisdiction.

#### ARTICLE 28 - ENTIRE AGREEMENT

This Agreement consists of the following parts:

1. Articles 1 - 29
2. Appendix A: Workscope
3. Appendix B: Approved Budget

and constitutes the entire Agreement of the parties. Any other agreement, written or oral, is hereby superseded.

ARTICLE 29 - ENDORSEMENTS

FOR UMBC

Principle Investigator	----- Name	----- Date
Office of Sponsored Programs	----- Name and Title	----- Date
Subcontractor	----- Name and Title	----- Date
-		
FEI #		

ARTICLE 13 - HUMAN SUBJECTS

It is understood that human subjects are involved in the work provided for by this Agreement. These human studies may not be performed unless and until an appropriate institutional committee has reviewed and approved the procedures which involve human subjects. (Subcontractor) agrees that the rights and welfare of human subjects will be protected in accordance with 45CFR Part 46 entitled "Protection of Human Subjects." (Subcontractor) further agrees to provide certification to UMBC initially and at least annually thereafter that the appropriate institutional committee has reviewed and approved the procedures which involve human subjects. This certification should be sent to the Director, Office of Sponsored Programs Administration, UMBC, 1000 Hilltop Circle Baltimore, Maryland 21250. (Subcontractor) shall bear full responsibility for the proper and safe performance of its work and services involving the use of human subjects under this Agreement.

ARTICLE 14- LABORATORY ANIMALS

The use of warm-blooded animals in the conduct of this subcontract will comply with applicable portions of the Animal Welfare Act (USDA, APH15) 9CFR Subchapter A, Parts 1, 2, 3a-f, as amended and will follow the guidelines prescribed in DHHS Publication No. 86-23 (NIH), "Guide for the Care and Use of Laboratory Animals". Experiments involving vertebrate animals will be reviewed and approved by the subcontracting institution's Institutional Animal Care and Use Committee as detailed in the regulations of the Public Health Service which became effective on

January 1, 1986. (Subcontractor) further agrees to provide certification to UMBC initially and at least annually thereafter that the appropriate institutional committee has reviewed and approved the procedures which involve animal subjects. The certification should be sent to the Director, Office of Sponsored Programs Administration, UMBC, 1000 Hilltop Circle, Baltimore, Maryland 21250. (Subcontractor) shall bear full responsibility for the proper and safe performance of its work and services involving the use of animals under this Agreement.