

**FLORIDA ATLANTIC UNIVERSITY
COST REIMBURSABLE RESEARCH SUBCONTRACT #**

This Cost Reimbursable Agreement is entered into in order to specify the terms and conditions under which the Florida Atlantic University Board of Trustees, (hereinafter referred to as "FAU") and *(Subcontractor name)* (hereinafter referred to as "*abbreviated name*") will participate in the conduct of a project supported by the *(FAU sponsor)* (hereinafter referred to as "Sponsor").

General Information: **CFDA Number:**
 CFDA Title:
 Award Title:
 Sponsor Award Number:
 Prime Award Period:
 FAU DSR #
 FAU Account #

WHEREAS, FAU and Sponsor entered into an agreement, attached hereto (Attachment B) and incorporated by this reference, wherein FAU was to provide certain services to Sponsor; and

WHEREAS, FAU and *(abbreviated name)* wish to enter into a subcontract wherein *(abbreviated name)* will provide certain services to FAU in FAU's performance of the contract;

WHEREAS, *(abbreviated name)* agrees to abide by all of the terms and conditions of the Sponsor-FAU agreement;

WHEREAS, the Agreement is for work approved by Sponsor as a portion of the statement of work shown in Attachment B;

NOW, THEREFORE, the parties agree that the foregoing statements of fact are true and correct and are incorporated herein by this reference. In consideration of the covenants and conditions contained in this Agreement ("the Agreement"), and other good and valuable consideration, the adequacy and receipt of which are acknowledged, FAU and *(abbreviated name)* agree as follows:

Article I. Scope of Work

(abbreviated name), as an Independent Contractor and not as an agent of FAU, agrees to provide all the necessary qualified personnel, equipment, materials (except as otherwise may be provided herein), and facilities to perform the work as described in its proposal, which by this reference is incorporated into this Agreement.

Article II. Period of Performance

The period of this Agreement shall be from *(dates)* to *(dates)* unless extended by written

amendment to this Agreement.

Article III. Estimated Cost

FAU agrees to pay *(abbreviated name)* an amount not to exceed \$ _____ for the work described in Article I. Payment will be made upon receipt of *(abbreviated name)*'s invoices.

(abbreviated name)'s budget is incorporated into this Agreement as Attachment C. The allowance of costs will be determined in accordance with FAU's methods of determining costs under its grants and contracts with the Sponsor, and with the Sponsor's policies applicable to research projects as in effect on the beginning date of the budget period of this Agreement. Where *(abbreviated name)* is normally required by these current policies to seek prior approval for actions from the Sponsor, *(abbreviated name)* shall direct its request to the Administrative Representative of FAU

(abbreviated name) is to submit monthly invoices to FAU on a cost reimburseable basis. Required supporting documentation, to be submitted with invoices, is clearly detailed and incorporated into this Agreement as Attachment A

Article IV. Authorized Representatives

The authorized representatives of FAU and *(abbreviated name)* for technical and administrative matters shall be:

(Subcontractor name)

FLORIDA ATLANTIC UNIVERSITY

Technical Representative:

Technical Representative:

Administrative Representative:

Administrative Representative:
Director, Sponsored Programs
Division of Research
777 Glades Road, AD 236
Boca Raton, FL 33431-0991
(561) 297-0777 Phone
(561) 297-2319 Fax

Article V. Reports

As stated in Article VII Section C paragraph 3, *(abbreviated name)* must submit its most recent audit report to the FAU Audit Representative.

Quarterly financial reports are required by *(abbreviated name)* if it is not required under Article VII, entitled "Additional General Provisions", Section C paragraph 3, to submit its most recent audit report. The financial reports must be submitted to the FAU Audit Representative.

Final Progress Report - A Final Progress Report shall be submitted to the FAU Technical Representative within sixty (60) days of the close of the final project period for inclusion in the Principal Investigator's Final Progress Report.

Article VI. General Provisions

The work to be performed under this Agreement is being supported by the Sponsor under Agreement No. (*prime agreement number*). Therefore, if applicable, the rules and regulations governing the award to FAU are by this reference hereby incorporated into this Agreement, including, but not limited to, provisions governing care and treatment of laboratory animals, civil rights and equal employment opportunity, protection of human subjects, patents and inventions (specifically the Patents Rights Clause of 37 CFR 401.14), publications and rights in data.

Article VII. Additional General Provisions

All Florida Statutes can be located at the following web site:

<http://www.leg.state.fl.us/citizen/documents/statutes/>

The following general provisions shall apply to this Agreement:

A. Allowable Costs

Allowable costs shall be determined by (*abbreviated name*) in accordance with cost principles generally accepted by, or required to be used by, similar institutions or organizations, that are in effect as of the effective date of this Agreement.

B. Billing

Pursuant to Section 215.422(3)(b), Florida Statutes, a state agency (FAU) shall mail the (*abbreviated name*)'s payment within forty (40) days after receipt of an acceptable invoice and after inspection and acceptance of the research deliverables provided in accordance with the terms and conditions of this Agreement. Failure to mail the warrant within 40 days shall result in the agency paying interest in accordance with Section 55.03, Florida Statutes. A "Vendor Ombudsman" has been established within the Florida Department of Banking and Finance. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The vendor ombudsman may be contacted at (904) 488-2924, or by calling the State Comptroller's Hot-line 1-800-848-3792.

(*abbreviated name*) agrees that bills and invoices for fees or other compensation for services or expenses shall cite the Agreement number.

The performance of FAU of any of its obligations under this Agreement shall be subject to and contingent upon the availability of funds, and the obligation of funds by the prime funding agency (Sponsor), or otherwise lawfully expendable for the purposes of this Agreement for the current and future periods. FAU shall give notice to (*abbreviated name*) of the non-availability of such funds

when FAU has knowledge of such fact. Upon receipt of such notice by *(abbreviated name)*, *(abbreviated name)* shall be entitled to payment only for those services performed and expenses incurred prior to the date notice is received.

If this Agreement includes travel expenditures, any such expenditures, including reimbursement, must comply with Sections 287.058(1)(b) and 112.061, of the Florida Statutes and itemized in detail in Attachment A.

(abbreviated name) shall submit invoices based on the payment schedule specified in Article III, Cost. A final invoice must be received within 30 days after the budget period end date. Please forward all invoices to the following address:

Name, College or Department
Florida Atlantic University
777 Glades Road, P.O. Box 3091
Boca Raton, FL 33431-0991

C. Audit

(abbreviated name) shall maintain and have available for audit and inspection all administrative and financial documents, and all other records, pertinent to the financial costs allocated to this agreement for a period of three years following the termination date except that, if an audit is initiated before the expiration of the three year period, the records shall be retained until audit findings have been resolved. The above records are subject to inspection and audit by FAU, its designated representatives, representatives of Sponsor, or the Comptroller General of the United States at all reasonable times during the life of the grant and for three years thereafter.

Any costs reimbursed by FAU which are subsequently found to be disallowed under audit shall be refunded to FAU by *(abbreviated name)*. *(abbreviated name)* agrees to comply with the requirements of OMB Circular A-133 or A-128 as appropriate. In cases of non-compliance with federal laws and regulations, *(abbreviated name)* will also provide copies of responses to auditor's reports and a plan for corrective action. All records and reports prepared in accordance with the requirements of OMB Circular A-133 or A-128 shall be available for inspection by FAU, its designated representatives, representatives of Sponsor, or the Comptroller General of the United States at all reasonable times during the life of the grant and for three years thereafter.

If *(abbreviated name)* is required to perform an A-133 Audit, *(abbreviated name)* must provide FAU with a copy of its most recent audit report.

D. Equipment

FAU and *(abbreviated name)* agree that if *(abbreviated name)* purchases permanent equipment under this Agreement, title to such equipment will vest in the *(abbreviated name)* under the same conditions as apply under FAU's grant with the Sponsor and that FAU shall have the same rights to require transfer of equipment as the Sponsor has.

E. Income

(*abbreviated name*) is accountable to FAU for Sponsor's share of any program-related income. FAU will be responsible for the records on the receipt and disposition of any such income. (*abbreviated name*) will maintain such records as are necessary for FAU to fulfill its responsibility. The disposition of the income will be in accordance with Sponsor's policy.

F. Indemnification

Each party hereby assumes any and all risk of personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. (*abbreviated name*) will assure that persons subcontracting with or otherwise acting or engaged to act in the instance of (*abbreviated name*) in furtherance of (*abbreviated name*) fulfilling its obligations under this Agreement will assume such risk with respect to the willful or negligent acts or omissions of their personnel. The parties further agree that nothing contained herein will be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida or its agents and agencies to be sued by reason hereon; (2) the consent of the State of Florida or its agents and agencies to be sued by reason hereon; (3) or a waiver of sovereign immunity of the State of Florida beyond the waiver provided for in Section 768.28 of the Florida Statutes.

G. Amendments

Any amendments, including renewals, alterations or modifications to the Agreement must be signed by the signatories to this Agreement.

H. Governance

The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida. FAU, as an agency of the State of Florida, is entitled to the benefits of sovereign immunity, including immunities from taxation. In the event either party is required to obtain from any governmental authority any permit, license or authorization as a prerequisite to perform its obligations under this Agreement, the cost shall be borne by the party required to obtain such permit, license or authorization.

In accordance with Section 287.133(2)(a), (*abbreviated name*) certifies that to the best of its knowledge and belief, neither (*abbreviated name*) nor any individual or affiliate employed by it or subcontracted by it has been convicted of a public entity crime and has been placed on the convicted vendor list in the 36-month period preceding the effective date of this Agreement.

(*abbreviated name*) shall allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by (*abbreviated name*) in conjunction with this Agreement. Refusal by (*abbreviated name*) to allow such public access shall be grounds for cancellation of this Agreement by FAU.

In accordance with Section 112.3185, Florida Statutes, (*abbreviated name*) certifies that to the best

of its knowledge and belief, no individual employed by it or subcontracted by it has an immediate relation to any employee of FAU who is or was directly or indirectly involved in the procurement of the services described in this Agreement. Violation of this section by *(abbreviated name)* shall be grounds for cancellation of this Agreement by FAU.

(abbreviated name) may not, without the advance written approval of FAU, assign any right or delegate any duties under this Agreement nor may it transfer, pledge, surrender or otherwise encumber or dispose of its interest in any portion of this Agreement

It is understood and agreed that nothing contained in this Agreement is intended, or should be construed, as creating or establishing the relationship of partners between the parties, or as constituting *(abbreviated name)* as the agent or representative of FAU for any purpose in any manner whatsoever. *(abbreviated name)* is not authorized to bind FAU to any contracts or other obligations. *(abbreviated name)* shall not expressly or impliedly represent to any party that *(abbreviated name)* and FAU are partners or that *(abbreviated name)* is the agent or representative of FAU or of the Florida Atlantic University Board of Trustees for any purpose or in any manner whatsoever.

In accordance with State of Florida Executive Order 96-236, the FAU does not intend to award publicly funded contracts to those Institutions/Organizations who knowingly employ unauthorized alien workers. The FAU shall consider the employment by any Institution/Organization of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationality Act. Such violation shall be cause for the unilateral cancellation of this contract.

I. Termination

FAU or *(abbreviated name)* may terminate this Agreement upon thirty (30) days written notice to the other party. However, in the event that the Sponsor terminates the Agreement with FAU prior to the period end date, this Agreement will be immediately terminated. In the event of termination FAU will pay for costs incurred and non-cancelable commitments through the date of termination, contingent upon FAU having received sufficient funds from Sponsor. *(abbreviated name)* will furnish all necessary reports of research completed or in progress through the date of termination.

J. Publications

Any publications resulting from this Agreement shall acknowledge the support of the Sponsor and FAU.

K. Certifications

(abbreviated name) certifies that:

1. To the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency of the United

States of America;

b. Have not within a three-year period preceding the proposal for this project been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (U.S. Federal, State, or local) transaction or contract under a public transaction; violation of U.S. 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 not presently indicted for or otherwise criminally or civilly charged by a government entity (U.S. Federal, State, or local) with commission of any of the offenses enumerated in paragraph K.1.b.;

d. Have not within a three-year period preceding the proposal for this project had one or more public transactions (U.S. Federal, State, or local) terminated for cause or default.

2. It is not delinquent on the repayment of any debt(s) to the U. S. Government.

3. It will provide a drug-free workplace in accordance with the Drug-Free Workplace Act, 1988.

4. It has filed the assurance required under the PHS final rule entitled "Responsibilities of Awardee and Applicant Institutions for Dealing with and Reporting Possible Misconduct in Science". If (*abbreviated name*) does not have its own assurance, (*abbreviated name*) agrees to be bound by Florida Atlantic University policy.

5.a. No U.S. federal government appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any U.S. agency, a Member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a Member of the U.S. Congress in connection with the awarding of any U.S. Federal contract, the making of any U.S. Federal grant, the making of any U.S. Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any U.S. Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than U.S. Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any U.S. agency, a Member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a Member of the U.S. Congress in connection with this U.S. Federal contract, grant, loan, or cooperative agreement associated with this Agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The undersigned shall require that the language of this certification be included in the award documents of all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by U.S. Code, Title 31, Section 1352.

d. The principal investigator of the project has filed a conflict of interest statement, disclosing any possible conflict of interest thereof.

Accepted for:

(Subcontractor name)

Florida Atlantic University,
Board of Trustees

By: _____

By: _____

Title: _____

Title: Director, Sponsored Programs

ATTACHMENT A

Supporting Documentation Requirements for Cost Reimbursable Subcontracts

- a. Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- b. Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- c. Professional Services Fees on a Time/Rate Basis: The invoice must include a general statement of the services being provided. The time period covered by the invoice, as well as the hourly rate times the number of hours worked, must be stated. Supporting documentation must be included detailing the hours represented on the invoice. The State Comptroller's Office reserves the right to require further documentation on an as needed basis.
- d. Building Occupancy: Where this is a charge supported by an allocation plan, the plan will serve as documentation of this expenditure. In all other cases actual receipts or paid invoices are required.
- e. Postage and Reproduction Expenses: Purchases made from outside vendors must be supported by paid invoices and /or receipts. Purchases for all in-house postage (e.g. postage meter) and reproduction expenses must be supported by usage logs or similar documentation.
- f. Expenses: Receipts are required for all expenses paid for by this agreement, (e.g. office supplies, printing, long distance telephone calls, etc). Receipts are required for all expenses of this nature.
- g. Travel: For all travel expenses, a State of Florida Voucher for Reimbursement of Traveling Expenses must be submitted. Original receipts for expenses incurred during officially authorized travel (items such as car rental, tolls, and fares) are required for reimbursement. Section 287.058(1)(b), Florida Statutes, requires that bills for any travel expenses for contracts shall be submitted in accordance with section 112.061, Florida Statutes, governing payments by the state for traveling expenses.
- h. Conference Travel: Prior approval is required in accordance with section 112.061, Florida Statutes, and must be certified on the State of Florida Authorization to Incur Travel Expense, with a copy of the program or agenda of the conference attached. Reimbursement is in accordance with Travel (section F) above.
- i. Nonexpendable Property: Nonexpendable property is defined by the State of Florida as tangible personal property of non consumable nature that has acquisition cost of \$1,000 or more per unit and an expected useful life of at 1 year or more, and hardback bound books that are not circulated to students or the general public, the value or cost of which is \$100 or more. Hardback books with a value or cost of \$25 or more should be included as nonexpendable property only if they are circulated to students or the general public. All such property purchased under this agreement shall be listed on the property records of the FAU. Said listing shall include a description of the property, model number, manufacturer's serial number, funding source, information needed to calculate the federal and/or state share, date of acquisition, unit cost property inventory number, and information of the location, use and condition, transfer, replacement or disposition of the property. All such property purchased under this agreement shall be inventoried annually and an inventory report shall be submitted to FAU along with final expenditure report. A report of nonexpendable property shall be submitted to FAU along with the invoice for the period in which it was purchased.
- j. Fees: (*abbreviated name*) agrees, when appropriate, to collect fees in accordance with Section 394, Florida Statutes. All first and third party fees collected for services rendered under this agreement must be returned to FAU or used to offset the (*abbreviated name*)'s cost for operating the agreement.