SUBCONTRACT AGREEMENT
Between
Drexel University
And
[SUBCONTRACTOR NAME]

This Agreement, Subcontract #[SUBAWARD/FUND#] is made between Drexel University (hereinafter known as "Drexel"), a Pennsylvania non-profit corporation with offices at 1505 Race Street, 8th Floor, Philadelphia, Pennsylvania, 19102 and [SUBCONTRACTOR NAME] (hereinafter known as "Subcontractor"), an entity with offices at [SUBCONTRACTOR ADDRESS].

WHEREAS, Drexel is the recipient of Grant [GRANT NUMBER]from [SPONSOR] for support of a project entitled "[PROJECT NAME]", (hereinafter known as "Prime Award"), which is made a part of this Agreement and attached as Exhibit A; and

WHEREAS, the effort to be performed by Subcontractor under the Prime Award involves an approved collaborative effort between Drexel and Subcontractor;

THEREFORE the parties mutually agree as follows:

1.0 PERIOD OF PERFORMANCE

The period of performance begins [BEGIN DATE] ("Beginning Date") and shall not extend beyond [END DATE] ("Ending Date") unless amended in writing by the parties. Subcontractor is not obligated to continue work or provide services and University is not obligated to compensate Subcontractor for expenses incurred or commitments made before the Beginning Date or after the Ending Date.

1.1 STATEMENT OF WORK

Drexel's Project Director for the purpose of technical direction of grant performance is Dr. [PI NAME].

Subcontractor's Project Director is [SUBCONTRACTOR PI NAME]. Subcontractor shall not change the Project Director without Drexel's prior written approval.

Subcontractor agrees to provide the necessary personnel, facilities, equipment, materials and data to perform the work in accordance with its proposal, which is incorporated into this Agreement as Exhibit B. Any material change in the scope of work requires Drexel's prior written approval.

1.2 ESTIMATED COST

The work defined in Exhibit B will be performed on a cost reimbursement basis in accordance with the terms of this Agreement. The total estimated cost budget which is hereby incorporated into this Agreement as Exhibit C is $[BUDGET AMOUNT] and represents the maximum reimbursement amount for the period of performance unless modified in writing by the parties. Funding awarded under this Agreement is consistent with the budget cycle of the Prime Award. It is anticipated that continuation awards will cycle each year on or about [BUDGET PERIOD

END DATE], “Anniversary Date”. This Agreement may be modified to add continuation funding on or about the Anniversary Date; however, continuation funding is not guaranteed.

Subcontractor may not automatically carry forward unexpended funds from one budget period into a subsequent budget period. Subcontractor must request prior approval for carry forward from Drexel within thirty (30) days of the Anniversary Date. Subcontractor will make written carry forward requests to Dr. [PI NAME] with a copy to Drexel’s Administrative Representative. Permission to carry forward funds will be acknowledged by formal written amendment to this Agreement.

Reimbursement for indirect costs will be at the rate shown in Exhibit C, and in no case will be greater than Subcontractor's approved federal indirect cost rate. All costs, direct and indirect, are subject to allowability criteria set forth in Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR §200), and the provisions of this Agreement.

1.3 REIMBURSEMENT

Subcontractor will submit invoices for reimbursement at least quarterly, but not more than monthly. Invoices will contain language certifying the validity of reported expenditures and be signed by an authorized official of Subcontractor.

Invoices will be prepared in duplicate and list cost elements in the same manner as set forth in Exhibit C, Subcontractor's cost based budget. Invoices will contain, at a minimum, the project number, purchase order number, a unique invoice number, the period of incurred costs, and the date of the invoice. **Invoices shall include the Subcontract Number** [SUBAWARD/FUND#] **"Budget", “Current Invoice Amount”, "Amount Previously Billed", and "Total Amount Billed to Date", and “Total Amount Remaining” in a column format.**

Subcontractor will e-mail invoices to: Drexel_University@edmamericas.com

POC is: (Name of RAS Administrator)
Program Administrator
Office of Research
Drexel University
1505 Race Street, 8th floor
Philadelphia, PA 19102
(RAS Administrator phone)
(RAS Administrator e-mail)

Subcontractor will also send a copy of the invoice to the Project Director.

Drexel must receive the final invoice, marked "Final", no later than 45 days after the termination date of this Agreement.

Subcontractor agrees to maintain books and records pertaining to all costs incurred in such detail as will properly document all expenses for which reimbursement is claimed. The books of account and other records, which are applicable to this Agreement, shall at all times be available for inspection and review by Drexel.

All payments are considered provisional and subject to adjustment in the event such an adjustment is necessary as a result of an audit by the Government. Subcontractor assumes sole responsibility for reimbursement to the Prime Sponsor the amount of any expenditures disallowed should an authorized agency rule through audit exception, or some other appropriate means, that Subcontractor expenditures were not made in compliance with the regulations of the Prime Sponsor or the provisions of this Agreement.

1.4 INSPECTION

Drexel has the right, upon reasonable advance notice, to inspect or otherwise evaluate the work performed by Subcontractor. Materials and deliverables furnished and services performed pursuant to this Agreement are subject to inspection and test by Drexel before acceptance. In the event that deliverables are not provided or services are not performed in accordance with the specifications and instructions of Drexel, Drexel may require Subcontractor to remedy the deficiency. The cost of replacement or correction shall be at Subcontractor's sole expense. If Subcontractor fails to remedy the deficiencies within thirty (30) days of prior written notice, Drexel may terminate the Agreement in accordance with Section 8 of this Agreement.

1.5 REPORTS

Subcontractor shall submit reports in such quantity and frequency as determined reasonably appropriate by Drexel's Project Director. Such reports shall note progress made toward achievement of the study objectives and any deviation from the schedules, methods, and tasks established in the research proposal and detailed work plan.

1.6 AUDIT AND AVAILABILITY OF SUBCONTRACTOR RECORDS

The parties agree to comply with audit provisions applicable to Federal agency grantees, including 2 CFR §200, as applicable. If applicable, Subcontractor will complete and return Subcontractor's Compliance with audit requirements, attached as Exhibit D, on an annual basis.

Subcontractor agrees to permit independent auditors and Drexel agents access to any records and financial statements as necessary for Drexel to comply with regulations applicable to the Agreement and to make such records and information available to Drexel during normal business hours upon reasonable request.

Subcontractor agrees to retain all books, records and other documents relative to this Agreement for three (3) years following final payment.

1.7 EQUIPMENT

There is no permanent equipment budgeted for this project. Subcontractor will not be reimbursed for the purchase of any permanent equipment under this Agreement without Drexel's prior written approval.

2.0 APPLICABLE PROVISIONS OF PRIME AWARD

Performance of Subcontractor under the Agreement shall conform to the requirements of the Prime Award and applicable federal and state regulations.

2.1 TECHNICAL AND CONTRACTUAL REPRESENTATIVES

Requests for changes which affect the costs, schedule, statement of work, or other terms and conditions of this Agreement shall be directed to Drexel's Authorized Representative. No changes to this Agreement shall be binding upon either party unless incorporated in a written modification to this Agreement and signed by the Authorized Representative of both Parties. The following Authorized Representatives are hereby designated for this Subcontract Agreement:

DREXEL:		[SUBCONRACTOR NAME]:	
Technical:	[PI NAME]	Technical:	[SUB PI NAME]
	Project Director		Project Director
Administrative:	(RAS Administrator Name)	Administrative:	[SUB PA NAME]
	Program Administrator		Program Administrator
Authorized Representative:		Authorized Representative:	
	Stacia Levy		[SUB AR NAME]
	Executive Director, Pre-Award Administration		[SUB AR TITLE]

3.0 <u>KEY PERSONNEL</u>

Drexel and Subcontractor define "Key Personnel" as those individuals who are mutually recognized as essential to the successful completion and execution of this Subcontract.

Personnel designated as "Key Personnel" shall be assigned to the extent necessary for the timely completion of the task to which assigned. Any substitution or reassignment involving Subcontractor's "Key Personnel" assigned to this work shall be made only with persons of equal abilities and qualifications and is subject to Drexel's prior written approval.

Subcontractor's Key Personnel are:

[LIST KEY PERSONNEL HERE]

4.0 <u>LIABILITY AND INSURANCE</u>

Drexel and Subcontractor are separate and independent entities and neither is the agent of the other. Each party will be responsible for its own negligent acts or omissions and the negligent acts and omissions of its employees, officers, or directors, to the extent allowed by law.

Subcontractor shall provide and maintain for the duration of this Agreement, comprehensive general liability insurance and/or equivalent self-insured retentions, including the foregoing contractual liability, with a combined single limit of at least $1,000,000 per occurrence and $3,000,000 in aggregate. Such insurance will fully protect Subcontractor against any and all liability and claims for damages sustained by any person or entity, caused by, arising from, or resulting from the performance of Subcontractor under this Agreement.

Subcontractor shall promptly notify Drexel of any claim against Subcontractor, which relates to Subcontractor's performance under this Agreement.

5.0 PROPRIETARY INFORMATION, TOOLS, MATERIALS, ETC.

Subcontractor agrees it will keep confidential and not use any material, fixtures, equipment, designs, specifications, drawings, computer programs and software, or other data or information furnished by Drexel for any purpose whatsoever other than as herein specified without Drexel's prior written consent. All materials, fixtures, equipment, designs, sketches, specifications, drawings, computer programs and software, or other data or information furnished by Drexel, whether loaned to Subcontractor or fabricated, manufactured, or otherwise acquired by Subcontractor for the performance of this Agreement and specifically charged to Drexel are the property of Drexel. They are to be marked for identification as Drexel may designate, and upon completion or termination of this Agreement shall be returned to Drexel in good condition, reasonable wear only excepted, unless otherwise directed in writing by Drexel. Subcontractor agrees to replace, at its expense, items not so returned. Subcontractor shall make no charge for any storage, maintenance or retention of such property. Subcontractor shall bear all risk of loss for any of Drexel's property in Subcontractor's possession.

6.0 COPYRIGHTS AND PATENTS

All matters regarding rights to inventions or discoveries and rights to copyrightable materials generated under this Agreement shall be subject to the regulations issued by the Prime Sponsor as such regulations appear in the Prime Award. Should the Prime Award not be dispositive, patent and invention rights will be in accordance with Government regulations as set forth in 37 CFR §401.14.

7.0 RIGHTS IN DATA AND MATERIALS

The results and data developed by this collaborative Agreement are considered mutual to Drexel and Subcontractor. Subcontractor hereby grants to Drexel and to Prime Sponsor an irrevocable, worldwide, royalty-free, non-commercial, non-exclusive license to use the materials developed by the Subcontractor during the performance of this Agreement. "Materials" shall mean recorded information, regardless of form or medium in which recorded.

There will be no restrictions on the joint publications of part or all of the data and/or discoveries made during the research investigation, except as they may be necessary to protect confidential or proprietary information or to file patents. Any delay in filing patents will not exceed ninety (90) days.

8.0 TERMINATION

In the event of termination of the Prime Award, this Agreement shall automatically terminate as of the termination date of the Prime Award. Additionally, either party has the right to terminate this Agreement for any reason by giving thirty (30) days written notice of intent to terminate. Upon receipt of such notification, Subcontractor shall cease incurring costs under this Agreement and take action to cancel all outstanding obligations.

Subcontractor will be reimbursed for all expenses incurred in accordance with Exhibit B, and any reasonable non-cancelable obligations, up to the maximum reimbursement amount. Upon payment of such costs, Drexel shall be entitled to, and Subcontractor agrees to deliver, all data, reports, information, and deliverables which Subcontractor has generated through the date of termination.

In the event that Subcontractor commits any breach of or defaults on any of the terms or conditions of this Agreement, and also fails to fails to remedy such default or breach within ten (10) days of receipt of written notice thereof from Drexel, Drexel may, at its option and in addition to any other remedies which it may have at law or in equity, terminate the whole or any part of this Agreement, and such termination shall be effective on the date of Subcontractor's receipt of such written notice.

9.0 NOTICES

All notices required by this Agreement shall be made in writing, certified mail, return receipt requested or authorized overnight courier. Notices shall be effective upon documented signed receipt.

All notices mailed to Drexel should be addressed to:

Aleister J. Saunders, Ph.D.
Senior Vice Provost for Research
Office of Research
Drexel University
1505 Race Street, 8th floor
Philadelphia, PA 19102

With a required copy emailed to:

DUResearch@drexel.edu

All notices to Subcontractor should be addressed to:

[SUBCONTRACTOR NOTICES]

10.0 COST PRINCIPLES

In addition to the aforementioned regulations governing allowability of costs, the allowability of costs under this Agreement shall be determined in accordance with the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR §200).

11.0 FINANCIAL CONFLICT OF INTEREST

Please check one of the three options:

☐ Subrecipient Organization/Institution certifies that it has an active and enforced conflict of interest policy that is consistent with the conflict of interest policies established by the Federal awarding agency, including (1) the requirement of written disclosure of all financial conflicts of interest related to the activities that may be funded by this Agreement; and (2) the requirement that all disclosed conflicts of interest have or will have been satisfactorily managed, reduced, or eliminated prior to the expenditure of any funds under this Agreement.

☐ Subrecipient Organization/Institution does not have an active and/or enforced conflict of interest policy and, therefore, agrees to abide by Drexel's Policy on Financial Disclosures in Sponsored Projects, located online at http://www.drexel.edu/research/formsPolicies/Policies/fcoi/.

Pursuant to the policy, Subrecipient Investigators must complete required training prior to the expenditure of any funds under this Agreement. Status changes to existing disclosed conflicts of interest and/or the disclosure of new conflicts of interest shall be made to Drexel within 30 days of discovery.

☐ Not applicable because this project is not being funded by Federal funding or any program requiring financial disclosures.

12.0 SCIENTIFIC MISCONDUCT AND ASSURANCE

Subcontractor certifies that it has established procedures for dealing with and reporting possible misconduct in science as set forth in 42 CFR §50, Subpart A. The term "Scientific Misconduct" means, the fabrication, falsification, plagiarism, or other practices that seriously deviate from those that are commonly accepted within the scientific community for proposing, conducting, or reporting research.

13.0 PROTECTION OF HUMAN SUBJECTS

It is understood that no human subjects are involved in Subcontractor's performance of this Agreement.

14.0 USE OF ANIMALS

It is understood that no research involving the use of vertebrate animals will be conducted under this Agreement.

15.0 NONDISCRIMINATION

The Subcontractor certifies that it has an active program for compliance with all applicable state and federal regulations, executive orders and legislation concerning non-discrimination, equal opportunity or affirmative action, and that wherever required, valid assurances of compliance are on file with the cognizant enforcement agency. The above statement includes, but is not limited to, the following specific acts:

Title IV of the Civil Rights Act of 1964
Executive Order 112426, Part II, Subpart B, Section 202, paragraphs 1-6
Title VII of the Civil Rights Act of 1964 as amended by the EEO Act of 1972
Section 504 of the Rehabilitation Act of 1973
The Age Discrimination Act of 1976, as amended
Affirmative Action Obligations of Contractors and Subcontractors for Disabled Veterans and Veterans of the Vietnam Era, Sub-part A, Paragraph 60-250.4
Title IX of the Higher Education Act of 1972

16.0 DEBARMENT AND SUSPENSION

Subcontractor certifies, to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding execution of this Agreement 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 (Federal, State or Local) transaction or contract under a 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;
(3) Are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in Paragraph 2 above;
(4) Have not within a three-year period preceding execution of this Agreement had one or more public transactions (Federal, State or Local) terminated for cause or default.

17.0 CERTIFICATION OF NON-DELINQUENCY ON FEDERAL DEBT

Subcontractor certifies that it is not delinquent on repayment of any federal debt.

18.0 CERTIFICATION OF DRUG-FREE WORKPLACE

Subcontractor certifies that it has implemented an appropriate policy in accordance with the Drug-Free Workplace Act of 1988, 45 CFR §76, Subpart F.

19.0 CERTIFICATION REGARDING LOBBYING

Subcontractor certifies, to the best of its knowledge and belief, that it is in compliance with 31 USC §1352, entitled “Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions”, and that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of Subcontractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
(2) If any funds other than 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the Subcontractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
(3) The Subcontractor shall require that the language of this certification be included in the award documents for all subawards at all tiers and that all Subcontractors 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 31 USC §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

20.0 PROCUREMENT STANDARDS

Subcontractor agrees to adhere to the requirements of 2 CFR §200, which prescribe standards for use by recipients in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Federal funds.

21.0 APPLICABLE STATE LAW AND COMPLIANCE

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. Subcontractor agrees to comply with the applicable provisions of any federal, state or local law or ordinance and all orders, rules and regulations issued thereunder.

22.0 ASSIGNMENT

Subcontractor may not assign, transfer or subcontract any rights in this Agreement, in whole or in part, without the prior written consent of Drexel.

23.0 ENTIRE AGREEMENT

This Agreement, including all documents incorporated herein by reference, constitutes the entire Agreement and understanding of the parties hereto and shall supersede and replace any and all prior or contemporaneous representations, agreements or understandings of any kind, whether written or oral, relating to the subject matter hereof. No changes to this Agreement shall be binding upon either party unless incorporated in a written modification to the Agreement and signed by the Parties' Authorized Representatives.

In witness whereof, the duly Authorized Representatives of Drexel and Subcontractor have executed this Subcontract on the Dates shown.

Drexel University	[SUBCONTRACTOR NAME]
By:_____	By:_____
Stacia Levy	Name: [SUB AR NAME]
Executive Director, Pre-Award Administration	Title: [SUB AR TITLE]
Date:	Date:

Exhibit A
Prime Award

Exhibit B
Subcontractor Statement of Work

Exhibit C
Subcontractor Budget

Exhibit D
Subcontractor A-133 Certification

Re: [SUBAWARD/FUND#]
Federal Award Number: [GRANT NUMBER]
Program Title: [PROJECT NAME]"

Uniform Guidance 2 CFR §200.331 requires us to ensure that your institution has complied with the circular's requirement. Please check the appropriate field and provide any required documents.

☐ Our A-133 audit is not yet complete. We expect the audit to be completed before _____. Upon completion, we will provide you with written notification and a copy of the audit report and corrective action plan if material findings are reported related to sub-awards.

☐ Our A-133 audit is complete. The audit disclosed no material weaknesses, no material instances of noncompliance and no findings related to sub-awards.

☐ Our A-133 audit is complete. Material weaknesses, material instances of noncompliance or findings related to Drexel University sub-awards were noted. Therefore, we are enclosing a copy of the report and our corrective action plan.

☐ We are not subject to the provisions of A-133 because:

( ) We are a for-profit organization
( ) Our organization expended less than $750,000 during our last fiscal year.
( ) Other (explain) _____

I certify that the information indicated above is correct and that all material audit findings have been disclosed.

Signature: _____ Date: _____

Name and Title: _____

Email: _____ Phone No.:_____

Institution's Name: _____