

**SAMPLE**

SUBCONTRACT  
between  
THE UNIVERSITY OF KENTUCKY RESEARCH FOUNDATION  
and

This subcontract, entered into on \_\_\_\_\_, by and between the University of Kentucky Research Foundation, a non-profit Corporation existing under the laws of the Commonwealth of Kentucky (herein referred to as **UKRF**) and \_\_\_\_\_ (herein referred to as **Subcontractor**), is for the performance of certain work/services and reimbursement of allowable costs.

BACKGROUND

The **UKRF** has received from the \_\_\_\_\_, (herein referred to as **Sponsor**) an award, entitled " \_\_\_\_\_ " (herein referred to as **Award**), with an ID number \_\_\_\_\_.

The **Subcontractor** has agreed to participate in collaboration with **UKRF**, as detailed in the Application for the **Award** agreement.

Therefore, the parties agree as follows:

ARTICLES

ARTICLE I - Scope of Work

The **Subcontractor** agrees to perform the work outlined in Attachment 1.

ARTICLE II - Period of Performance

The term of this subcontract shall extend from \_\_\_\_\_, through \_\_\_\_\_. Unless stated elsewhere in this subcontract, **Subcontractor's** expenditures incurred prior to the beginning date or subsequent to the end date are unallowable. **Subcontractor** shall notify **UKRF**, as soon as possible, of any reason that might contribute to the failure to perform within the specified term even if such reason is beyond the control and without fault or negligence of the **Subcontractor**. The performance period may be modified by mutual agreement of the parties.

ARTICLE III - Consideration, Records and Billing Instructions

1. The total compensation to be paid for **Subcontractor's** activities will not exceed \_\_\_\_\_ based on the budget outlined in Attachment 2.
2. **UKRF** payment to **Subcontractor** shall be based upon the terms and conditions as specified in this subcontract and the availability and allocation of **Sponsor's** funds necessary to finance **UKRF's** performance.
3. The determination of allowable cost for **Subcontractor's** activities will be made in accordance with the following applicable Federal Cost Principle inclusive of all amendments in effect as of the date of this agreement.

Institutions of Higher Education (OMB Circular A-21)  
State and Local Governments (OMB Circular 87)  
Nonprofit Organizations other than Institutions of Higher  
Education and Hospitals (OMB Circular A-122)  
For-profit Hospitals (45 CFR 74, Appendix E)  
For-profit (Commercial) Organizations (48 CFR 31.2)

4. **Subcontractor** shall maintain reasonable records incident to the performance of this subcontract and shall allow **UKRF** access to those records. If the **Sponsor** is a federal agency, the **Sponsor**, the Comptroller General of the United States, or any of their representatives shall have the right of access to any books, documents, papers and

records of the **Subcontractor** which are directly pertinent to a specific program for the purpose of making audits, examination, excerpts and transcripts.

5. Payment will be provided upon receipt of invoices (a) identified by the ID number located on the top of each subcontract page, (b) reflecting the cost categories as outlined in the budget (Attachment 2) and (c) approved and signed by the **Subcontractor's** appropriate administrative official. **Subcontractor** shall submit invoices after the incurrence of allowable cost, but not more frequently than monthly; invoices shall provide a current and cumulative breakdown of costs and, if applicable, required cost-sharing in separate columns.
6. The Final Invoice shall be clearly identified as "final" and shall be submitted no later than \_\_\_\_\_ days after the subcontract's end date.
7. All invoices shall be submitted in triplicate to:

Name  
Department  
University of Kentucky  
Address  
Lexington, KY 40506-\_\_\_\_

ARTICLE IV - Designated Representatives

Technical Representative

**For UKRF**

Name  
Address

(859)  
(859)

**For Subcontractor**

Name  
Title  
Organization  
Address  
City, State Zip  
Phone  
Fax

Administrative Representative

**For UKRF**

Name  
Address  
University of Kentucky Research Foundation  
Lexington, KY 40506-0057  
(859) 257-  
(859) 323-1060 Fax

**For Subcontractor**

Name  
Title  
Organization  
Address  
City, State Zip  
Phone  
Fax

ARTICLE V - Reports

**Subcontractor** will submit reports required by **UKRF's** Technical Representative cited in Article IV. Such reports shall be submitted according to the schedule and in the format agreed to by the Technical Representatives of both parties. The Final Progress Report must be submitted to **UKRF's** Technical Representative no later than \_\_\_\_\_ days after the project's end date.

ARTICLE VI - Patents and Inventions

Any invention arising out of the activities assisted by this subcontract shall be promptly and fully reported to **UKRF's** Administrative Representative. The ownership and manner of disposition of all rights in and to such invention shall be subject to the regulations issued by the **Sponsor** as such regulations appear in the **Award** between the **Sponsor** and **UKRF**.

ARTICLE VII – Proprietary or Confidential Information

**UKRF** and **Subcontractor** agree to use all reasonable diligence to prevent disclosure to third parties any confidential information disclosed to it under this subcontract and marked by the disclosing party as confidential for a period of three (3) years from the date of disclosure. Such information shall be disclosed in writing and marked "confidential", or if disclosed orally or in other documentary form shall be reduced to writing and marked "confidential" within thirty (30) days thereafter. Disclosure of confidential information to employees, officers, agents, and representatives shall be only on a need to know basis and as necessary for the purposes of this subcontract. This non-disclosure obligation shall not apply to information:

1. already in or subsequently enters the public domain through no fault of **UKRF** or **Subcontractor**;
2. presently known or becomes known to **UKRF** or **Subcontractor** from its own independent sources;
3. received by **UKRF** or **Subcontractor** from any third party not under obligation to keep such information confidential;
4. independently developed by **UKRF** or **Subcontractor** without use of the other's confidential information; or
5. required to be disclosed by law.

#### ARTICLE VIII - Assignments and Subcontracts

Neither performance nor payment involving the whole or any part of this subcontract as described under Article I may be assigned, subcontracted, transferred, or otherwise given or imposed on any other party by **Subcontractor** without the prior written consent of **UKRF**. **Subcontractor** shall pass the appropriate **Sponsor** information to any **Subrecipient**. As applicable, this shall include **Sponsor** name, **Award** ID number, **Award** title, **CFDA** number and appropriate flow down requirements.

#### ARTICLE IX - Changes and Prior Approval

**Subcontractor** is responsible for both notifying **UKRF** and obtaining prior written approval of **UKRF** with respect to any changes which might materially alter the terms of this subcontract. Examples include, but are not limited to, changes in the period of performance, in **Subcontractor's** Technical Representative, significant rebudgeting and changes in the scope of work. In the event of uncertainty as to whether a change is significant enough to require prior approval, refer questions to **UKRF's** Administrative Representative cited in Article IV.

#### ARTICLE X - Insurance

**Subcontractor** shall be solely responsible for any and all third party liability that might be incurred in the performance of this subcontract. Therefore, **Subcontractor** shall maintain sufficient insurance coverage for Public Liability, Property Damage, Employer's Liability and Compensation Insurance and Motor Vehicle Liability (Personal Injury and Property Damage).

#### ARTICLE XI - Suspension

**UKRF** reserves the right to suspend this subcontract at any time by electronic or telephone notice to **Subcontractor** followed by written notice within 10 days of the initial notice. **Subcontractor** will immediately stop performance and will not perform under this subcontract until receiving a resume performance notice from **UKRF** followed by written notice within 10 days. **UKRF** will provide **Subcontractor** with the reason(s) for suspension and indicate if any remedies are available to **Subcontractor**. If **UKRF** and **Subcontractor** mutually agree the reason(s) for the suspension have been remedied, **UKRF** will issue a resume performance notice to **Subcontractor**. **Subcontractor** will not be reimbursed or paid for any charges during the suspension period.

#### ARTICLE XII - Termination

**UKRF** reserves the right to terminate this subcontract at any time by giving **Subcontractor** written notice at least 30 days prior to the effective date of termination. The **Subcontractor** may submit a written request to **UKRF** for termination at least 30 days prior to the effective date of termination.

In the event of default, either by **Subcontractor's** failure to substantially perform its obligations, **Subcontractor's** violation of other material terms of this subcontract, or **Sponsor's** termination of work by **UKRF** on the subject matter of this **Award**, then performance by the **Subcontractor** under this subcontract may be terminated by **UKRF** at any time by

giving written notice to the **Subcontractor**. Should performance be so terminated, the **Subcontractor** shall be paid for its reasonable costs and commitments to the date of termination, but only to the extent that such costs and commitments are reimbursable to **UKRF** under the terms of **Sponsor's Award**. Payment shall be made upon submission to **UKRF** of a final invoice covering the aforementioned performance and submission of any and all results achieved to the time of termination and acceptance thereof by **UKRF**.

#### ARTICLE XIII - General Provisions

The following general provisions become operative if the particular subject relates to activity to be performed under this subcontract.

##### 1. Protection of Human Subjects

**Subcontractor** agrees that the rights and welfare of human subjects will be protected in accordance with applicable policies set forth in 45 CFR 46 and 21 CFR 50 and 56. **Subcontractor** shall bear full responsibility for the proper and safe performance of its work and services involving human subjects.

**UKRF's** Technical Representative identifies **Subcontractor's** work as involving human subjects **No**\_\_\_\_\_ **Yes**\_\_\_\_\_. If yes, **Subcontractor** must provide to **UKRF** documentation that an Institutional Review Board (IRB) has reviewed and approved such procedures and the IRB's federally assigned assurance number.

##### 2. Animal Welfare

**Subcontractor** shall comply with all procedures and regulations that ensure the humane care of animals to include but not limited to the following:

- Animal Welfare Act as amended (7 USC 2131 et seq.)
- PHS Policy on Humane Care of Laboratory Animals by Awardee Institutions
- U.S. Government Principles for the Utilization and Care of Vertebrate Animals Used in Testing, Research, and Training
- NIH Publication (85-23) Guide for the Care and Use of Laboratory Animals

**UKRF's** Technical Representative identifies **Subcontractor's** work as involving animals **No**\_\_\_\_\_ **Yes**\_\_\_\_\_. If yes, **Subcontractor** must provide to **UKRF** documentation that an Institutional Animal Care Use Committee (IACUC) has reviewed and approved such procedures and the IACUC's federally assigned assurance number.

##### 3. Recombinant DNA Research

**Subcontractor** must comply with NIH Guidelines for Research Involving Recombinant DNA Molecules (49 CFR 46266 or latest revision).

##### 4. Small Business, Minority-Owned Business, and Woman-Owned Business Utilization

**Subcontractor** must make positive efforts to use small business concerns, minority-owned businesses, and woman-owned businesses as sources for procurement of goods or services, including consultant services.

##### 5. Grant Related Income

**Subcontractor** must report to **UKRF** any grant related income as covered by OMB Circular A-110, Paragraph 24. Disposition of such income will be consistent with the terms of the **Sponsor's Award**.

##### 6. Equipment Accountability and Disposition

For purposes of this subcontract, equipment is defined as those items costing \$5000 or more (unless **Subcontractor** has established lower levels) and having a useful life of more than one year. Except for for-profit firms/organizations, title to all equipment purchased under this subcontract shall vest in **Subcontractor** upon acquisition unless it is determined that to do so is not in furtherance of the objectives of the **Sponsor**, subject to the provisions for right to transfer contained in OMB Circular A-110, Paragraph 34(g)(4). Administration, internal control and management of equipment shall comply with the requirements of OMB Circular A-110, Paragraph 34.

Except for a model change for equipment in **Subcontractor's** proposed budget, **Subcontractor** shall request **UKRF's** prior approval for the purchase of equipment not in **Subcontractor's** proposed budget, Attachment 2.

#### ARTICLE XIV - Certifications

By accepting this subcontract, **Subcontractor** certifies compliance with the following, if applicable:

1. Non-Discrimination

**Subcontractor** certifies that it complies with all federal statutes relating to non-discrimination. These include but are not limited to:

- E.O. 11246 "Equal Employment Opportunity," as amended by E.O.11375 "Amending Executive Order 11246 Relating to Equal Employment Opportunity"
- Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination based on race, color, or national origin;
- Rehabilitation Act of 1973 which prohibits discrimination based on physical and mental handicap;
- Title IX of the Educational Amendments of 1972 which prohibits discrimination based on sex; and
- Age Discrimination Act of 1975 which prohibits unreasonable discrimination based on age.

2. Debarment, Suspension, Repayment of Federal Debt

**Subcontractor** certifies that neither it nor its principal are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. Furthermore, **Subcontractor** certifies neither it nor its principals are delinquent on the repayment of any federal debt.

3. Audit Requirements

If **Subcontractor** is subject to OMB Circular A-133, **Subcontractor** hereby certifies it meets the requirements of A-133. **Subcontractor** further agrees in the event of noncompliance which involves a subcontract from **UKRF** to send its audit report to **UKRF** within 30 days of receipt by **Subcontractor's** auditors. If **Subcontractor** is not subject to OMB Circular A-133 and in the event of noncompliance which involves a subcontract from **UKRF**, **Subcontractor** agrees to send its financial audit report to **UKRF** within 30 days of receipt by **Subcontractor's** auditors. If **Subcontractor** must send its A-133 or financial audit report to **UKRF**, **Subcontractor** further agrees to notify **UKRF** of its corrective action taken within six months of furnishing its applicable audit report to **UKRF**. In accordance with OMB Circular A-133, **UKRF** will issue a management decision to the **Subcontractor** within six months.

4. Clean Air and Water Certification

**Subcontractor** certifies that any facility to be used in the performance of this subcontract is not listed on the Environmental Protection Agency (EPA) list of Violating Facilities. **Subcontractor** will immediately notify **UKRF**, before this subcontract, of the receipt of any communication from the Administrator, or a designee of the EPA, indicating that any facility the **Subcontractor** proposes to use for the performance of the contract is under consideration to be listed on the EPA list of Violating Facilities.

5. Conflict of Interest

**UKRF's** Administrative Representative identifies the **Sponsor** as the National Science Foundation (NSF): No \_\_\_ Yes \_\_\_. If yes, and **Subcontractor's** institution employs more than fifty persons, then by signing this subcontract **Subcontractor** certifies that it has implemented a written and enforced conflict of interest policy consistent with NSF policy; that to the best of **Subcontractor's** knowledge, all financial disclosures required by NSF policy have been made; and that all identified conflicts of interest will have been satisfactorily managed, reduced or eliminated prior to the **Subcontractor's** expenditure of funds under this subcontract, in accordance with **Subcontractor's** conflict of interest policy. Conflicts which cannot be satisfactorily managed, reduced or eliminated will be promptly disclosed, in writing, to **UKRF**. Failure to disclose such instances to **UKRF** may be cause for termination as specified in Article XII.

6. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions

By signing this subcontract **Subcontractor** hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989:

No 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 on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) 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 on his or her behalf in connection with this solicitation, **Subcontractor** shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to **UKRF**.

Submission of this certification and disclosure is a prerequisite for making or entering into this subcontract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

ARTICLE XV - Order of Precedence

In the event of any inconsistency among the provisions of this subcontract the inconsistency shall be resolved by giving precedence as follows: (1) if attached, any Special Provisions; (2) subcontract's General Provisions and other documents, exhibits and attachments; and (3) Sponsor's Award.

ARTICLE XVI - Entire Subcontract

This subcontract is intended by the parties as a final written expression of their agreement and supersedes and replaces any prior oral or written agreement. Any terms or conditions proposed by **Subcontractor** inconsistent with or in addition to terms and conditions herein contained shall be void and of no effect unless specifically agreed to by **UKRF** in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused their authorized officials to execute this subcontract as of the date(s) set forth below:

**UNIVERSITY OF KENTUCKY RESEARCH FOUNDATION**

\_\_\_\_\_  
Deborah K. Davis, Assistant Director Date

**SUBCONTRACTOR**

\_\_\_\_\_  
Name Title Date

\_\_\_\_\_  
IRS Employer Identification Number or Social Security Number

J:\DATA\OSPAREAD\BOILERS\BASSUB.DOC

May 1, 2001

FROM: University of Kentucky

SUBJECT: Vendor Updates

The University of Kentucky now requires a Federal Tax Identification Number or Social Security number for all vendors doing business with the University in order to comply with Federal Regulations and tax reporting requirements. Please take a few minutes to fill out this information and return to us to ensure that you/your company remain on the University of Kentucky's active vendor file. Thank you for the valuable services you have provided the University of Kentucky, and we look forward to a long lasting relationship.

For your convenience, you may return the information one of the following ways:

FAX: Vendor Update @ 859-323-1060

Mail: Office of Sponsored Projects Administration  
 University of Kentucky  
 201 Kinkead Hall  
 Lexington, KY 40506-0057

If you have questions, don't hesitate to fax or write us. Thank you for your cooperation.

Please type or print legibly.

VENDOR NAME AND ADDRESS

\* required fields  
 UK.

Gray Area To Be Completed By

Name of Firm * (company or individual)	Phone Number *	Date of Application
Address *	Fax Number *	Vendor Number
Address	Web Site Address or E-mail	
Address	Vendor Representative	Vendor Short Name
City * State * Zip *	Federal Tax ID Number (box 1)	Social Security Number (box 2) (if individual)

Complete a separate form for each address if your firm has more than one ordering location.

**Federal Tax ID Number** (box 1) -This field **must** be completed if "Name of Firm" is a company name.  
**Social Security Number** (box 2) -This field **must** be completed if "Name of Firm" is an individual's name.

**Type of Ownership** (Circle One)\*

(I) Individual / Sole Proprietorship	(P) Partnership	(C) Corporation-Incorporated in _____(State)	(M) Medical Service Provider	(A) Attorney	(2) Non-Resident Alien
--------------------------------------	-----------------	--	------------------------------	--------------	------------------------

**Business Classification** (Circle One)\*

(01) Small Business	(02) Large Business	(03) Disadvantaged Small Business	(04) Disadvantaged Large Business	(05) Woman-owned Small Business
(06) Woman-owned Large Business	(07) Disadvantage Woman-Owned Small Business	(08) Disadvantage Women-owned Large Business	(09) Government Agency	(10) Non-Profit Organization
(11) Other (Specify)				

Signature \_\_\_\_\_

Date \_\_\_\_\_

**SUBCONTRACT CHANGES**

(1) **Revision 2/2/96**

Changed, where appropriate, agreement to subcontract  
 Changed subgrantee to subcontractor

Added Article III, item 2

Added Article III, item 5 (a) and rearranged/organized to read better

Numbered all Article III subsections

Changed Article X from and/or Sponsor to or Sponsor in 1st sentence.

Added Article XII, item 5

Reformatted left margins

Charles update for latest format techniques

That's it for 2/2/96

(2) **Revision 5/30/97**

Spell Check --- misses --- Thanks David and Charles

(3) **Revision 6/18/97**

Changed to correct folder(s) --- Thanks Charles

(4) **Revision 9/19/97**

Added two Articles: VII - Proprietary or Confidential Information and XI - Suspension

(5) **Revision 11/27/97**

Changed Article XIII (6) - Equipment - increased to \$5,000 or more (unless) and 1 year. Added UKRF prior approval required, if not in proposed budget

(6) **Revision 04/13/98**

Completely changed Article XIV (3) – Audit Requirement – to agree with new A-133 guidelines.

(7) **Revision 07/16/99**

Last sentence added to Article VIII – Assignments and Subcontracts – requiring Subcontractors to provide Sponsor and Award information to Subrecipients.

Year 2000 Compliance clause added (becoming item 6) under Article XIV – Certifications.

(8) **Revision 01/10/00**

Article III.4. Deleted if “this subcontract is greater than \$10,000.

Article VII, first sentence. Changed “either” party to “disclosing” party.

(9) **Revision 10/18/00**

Updated area codes to 859 and deleted 9420 so RA can input their assistant’s telephone number.

(10) **Revision 11/24/00**

Deleted PHS Conflict of interest clause (Item 5B) from Article XIV Certifications, Item 5.

Updated underlines and sponsor TIN or SSN space on signature page.

(9) **Revision 05/18/01**

Deleted from Article XIV what was item 6 --- Year 2000 Compliance.

(10) **Revision 08/15/01**

Added Purchasing Vendor Information Form as additional page after signature page.

(11) **Revision 01/04/02**

Vendor Information Form changed fax and address to OSPA.