

AGREEMENT NUMBER NUMBER
BETWEEN
THE BOARD OF REGENTS OF THE
UNIVERSITY OF WISCONSIN SYSTEM
AND
SUB

This Agreement is executed by and between the Board of Regents of the University of Wisconsin System (University), and SUBNAME (Subgrantee).

WHEREAS the University has received an award entitled "«PROJECT_DESC»" from the «DONOR_DESCRIPTION» (Sponsor) under agreement number «AWARD_NUMBER» (Prime Award), (CFDA number «CFDA_NUMBER»):

NOW THEREFORE, it is agreed as follows:

Article 1. Period of Performance

The effective period of this Agreement shall be from «Start_Date» through «End_Date», unless otherwise provided for by modification to this agreement. No expenses will be reimbursed which are incurred prior to the effective date or subsequent to the termination date unless specifically approved, in writing, by the University.

Article 2. Scope of Work

Unless otherwise specifically provided in this Agreement, the Subgrantee shall supply all the necessary personnel, equipment, and materials to accomplish the tasks set forth in Attachment A ("Scope of Work").

Article 3. Technical Direction

«PI_NAME», as the Principal Investigator of the University, shall retain the responsibility for technical monitoring of this project. Any change to the Scope of Work must be approved, in writing, by the University.

Article 4. Key Personnel

The following person(s) ("Key Person") are considered to be essential to the work performed hereunder:

«Subgrantee_Key_Person».

In the event that a Key Person becomes unable or unwilling to continue the project, the Subgrantee shall notify the University in writing and may propose an individual to replace such Key Person. Any replacement of a Key Person must be approved, in writing, by the University. In the event a mutually acceptable replacement is not available, the University shall have the option to terminate the project. The thirty (30) day prior notice provided under Article 18 is not required for termination by the University under this Article. Such termination shall be in writing and the Subgrantee will be reimbursed for allowable documented costs and noncancellable obligations incurred prior to the termination date.

Article 5. Limitation on Costs

The cost, both direct and indirect, of performing the tasks under Article 2 of this Agreement will not exceed «Budget» in United States Dollars as set forth in Attachment B. University is not, in the absence of a modification, obligated to reimburse the Subgrantee for costs incurred by the Subgrantee which are in excess of the cost specified in this article.

Article 6. Cost Sharing

The Subgrantee is responsible for any cost sharing as detailed in Attachment B.

Article 7. Method of Payment

a) The Subgrantee will submit invoices in United States Dollars for work done not more often than monthly. The invoice shall reference the Agreement number and shall reflect summary detail, by budget category, of the costs incurred. A certified invoice shall be submitted to:

The University of Wisconsin-Madison
Research & Sponsored Programs
21 N. Park St., Suite 6401
Madison, Wisconsin 53715-1218
Attention: «ACCOUNTANT_Name»

b) Invoices received from the Subgrantee will be reviewed by the Principal Investigator and the Office of Research & Sponsored Programs prior to payment.

c) The final invoice shall be submitted by the Subgrantee within sixty (60) days of the termination date of this Agreement.

Article 8. Audit

The Subgrantee will maintain adequate financial records, in accordance with generally accepted accounting practices, to clearly and easily identify expenses, to describe the nature of each expense, and to establish relatedness to this Agreement. All records related to this Agreement shall be available for audit by the University and the Cognizant Federal Audit Agency. If Subgrantee expends \$500,000 or more of federal funds in their fiscal year, Subgrantee agrees to provide University with notification of completion of required audits and of any adverse findings which impact this Agreement, in accordance with Office of Management and Budget Circular A-133.

The financial records of this Agreement will be retained for a period of three (3) years from the date of submission of the final report of expenditures except for records related to any audit initiated prior to the expiration date which shall be retained until the audit findings involving the records have been resolved.

Article 9. Equipment Accountability

Title to equipment purchased under this Agreement will reside with the Subgrantee. Inventory, accountability and disposition of equipment will be in accordance with the terms of the Prime Award.

Article 10. Program Income

The Subgrantee is accountable to the University for any program income generated as a result of this Agreement. The University is accountable to the funding agency for the records on the receipt and disposition of any such income. The Subgrantee will maintain such records as are necessary for the University to fulfill its responsibility and will report, in writing, to the University any program income generated as a result of this Agreement.

Article 11. Reports

The Subgrantee shall submit timely technical reports as agreed upon with the Principal Investigator.

Other reports shall include:

- a) Progress Reports are to be submitted annually to the Principal Investigator.
- b) Invention Statements are to be submitted annually to the University, as applicable.
- c) Program Income Reports, if applicable, are to be submitted within sixty (60) days of the termination date of this agreement and thereafter, as may be required by the terms and conditions of the Prime Award as incorporated into this Agreement.

Article 12. Publication and Copyrights

It is understood that decisions about authorship on all publications resulting from research under this Agreement will be made by the Principal Investigator and the Key Person(s) prior to any such publication. The Federal Government shall have a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any copyrightable material that is developed under this Agreement. The University shall have the unrestricted right to use all data which is delivered or specified to be delivered under this Agreement.

Article 13. Patents and Inventions

This Agreement is subject to 37 CFR 401. The Subgrantee will be required to obtain appropriate patent agreements from all persons who perform any part of the work under the Agreement, and for disclosing any subject inventions to the University.

Article 14. Care and Treatment of Laboratory Animals

Should vertebrate animals be used in this project, the Subgrantee will comply with the Animal Welfare Act, as amended (7 U.S.C. 2131 et seq) and any other Prime Award requirements with regard to the care and treatment of laboratory animals.

Article 15. Protection of Human Subjects

Should human subjects be used in this project, the Subgrantee will comply with all applicable Federal regulations on the protection of human subjects (45 CFR Part 46 as amended), as required by the terms of the Prime Award. In addition to assuring that the initial requirements for protection of human subjects are met, the Subgrantee agrees to assure continued monitoring and compliance with these requirements during the course of the project.

Article 16. Assurances

By accepting this agreement, the Subgrantee certifies compliance with the following regulations and provides any other assurances not specifically listed below but required by the terms of the Prime Award:

- a) Debarment, Suspension, and Other Responsibility Matters: Neither the Subgrantee nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a Federal department or agency.
- b) Certification Regarding Lobbying: No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subgrantee, to any person for influencing or attempting to influence an officer or employee of any Federal agency, 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 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 have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any Federal 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 Subgrantee shall certify and disclose accordingly. The Subgrantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreement) 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 section 1352, title 31, USC. 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.

- c) Federal Debt Collection Procedures Act of 1990 (28 U.S.C. 3201(e)), also known as Nondelinquency on Federal Debt
- d) Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D, as amended)
- e) Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, Title IX of the Education Acts of 1972, and Section 504 of the Rehabilitation Act of 1973.

Article 17. Funding Agency Provisions

This Agreement is also subject to the terms and conditions of the prime award from the Sponsor (Attachment C). All references in these provisions to the Sponsor should be deemed to mean "University" and references to the "Grantee" or "Contractor" should be deemed to mean "Subgrantee." However, where there is inconsistency between the Agreement and Attachment C, this Agreement shall take precedence solely with regard to the Subgrantee's obligations to the University, and only to the extent required by the University.

Article 18. Contract Termination

This Agreement may be terminated by either party upon thirty (30) days written notice and, in such event, reimbursement will be limited to documented costs and noncancellable obligations incurred prior to termination. Notice of termination shall be given by personal delivery, certified mail or registered mail and shall be effective upon date of receipt.

Article 19. Independent Contractor

Subgrantee is an independent contractor, not a partner, joint venturer or agent of the University; nor are Subgrantee's employees considered employees of the University for any reason.

Article 20 Notices

Notices, invoices, reports, payments and other communications to either party by the other shall be delivered personally or sent by first class, postage prepaid to the following addresses and shall be deemed given on the date so delivered or deposited in the mail unless otherwise provided herein.

UNIVERSITY: Robert Andresen, Assistant Director Post-award
Research & Sponsored Programs
The University of Wisconsin-Madison
21 N. Park St. Suite 6401
Madison, Wisconsin 53715-1218

PRINCIPAL INVESTIGATOR: «PI_NAME»
«UW_PI_Dept»
The University of Wisconsin-Madison
«UW_PI_Address1»

«UW_PI_Address2»
Madison, WI «UW_PI_Zipcode»

SUBGRANTEE:

Article 21. Miscellaneous

This Agreement may only be modified or amended by a written agreement signed by an authorized representative of each party.

This Agreement shall be binding upon the parties hereto, their successors and assigns, upon due execution by both parties.

SUB

**Board of Regents of the University of
Wisconsin System**

By: (sign) _____

By: (sign) _____

Name: (print) _____

Name: (print) _____

Title: (print) _____

Title: (print) _____

Date: (print) _____

Date: (print) _____