Subcontract by and between

University of Florida

and the

[Insert Subcontractor Name]

**Subcontract Number:** [Insert #]

This (check one) **\_\_\_** fixed price **\_\_\_** cost reimbursable **\_\_\_** other Subcontract is entered into by and between the [Insert Subcontractor Name], hereafter referred to as SUBCONTRACTOR, with offices at [Insert Subcontractor Address]and the University of Florida Board of Trustees, hereafter referred to as FLORIDA, with offices at the Division of Sponsored Programs, 219 Grinter Hall, Gainesville, FL 32611.

**WHEREAS,** this Subcontract specifies the terms and conditions under which SUBCONTRACTOR will participate in FLORIDA’s project entitled [*Insert Title* ] being funded by the [Insert Prime Agency], hereafter referred to as FUNDING AGENCY, under (check one) **\_\_\_**  grant, **\_\_\_**  contract, or **\_\_\_**  award number [Insert #], hereafter referred to as PRIME AWARD, having a CFDA number; [Insert # or Not Applicable].

**WHEREAS,** FLORIDA under the PRIME AWARD has all the necessary approvals and authority to enter into this Subcontract.

**NOW, THEREFORE,** in consideration of the mutual covenants and agreements contained herein, FLORIDA and SUBCONTRACTOR agree as follows:

**STATEMENT OF WORK**

1. SUBCONTRACTOR agrees to perform the work as set forth in Appendix A.

2. In addition to the specific work described hereunder, SUBCONTRACTOR’s Project Director agrees to maintain a close liaison with the FLORIDA’s Project Director throughout the performance of this Subcontract.

**PERIOD OF PERFORMANCE**

1. SUBCONTRACTOR may begin activities called for by Appendix A, on [START DATE] with activities ending on [END DATE], unless extended by written amendment to this Subcontract or terminated sooner following the termination provisions set forth below. No costs outside the period of performance will be paid from this Subcontract.

**PROJECT DIRECTOR’s**

1. The following individuals have the responsibility of monitoring the technical, scientific, programmatic and administrative aspects of this Subcontract.

 FLORIDA’s Project Director is as follows:

[FLORIDA PI]

University of Florida

[DEPARTMENT]

[ADDRESS]

Telephone: [PHONE]

 SUBCONTRACTOR’s Project Director is as follows:

[SUBCONTRACTOR PI]

[DEPARTMENT]

[ADDRESS]

Telephone: [PHONE]

2. SUBCONTRACTOR’s Project Director is essential to the SUBCONTRACTOR’s work being performed and no change to SUBCONTRACTOR’s Project Director may be made without written approval of FLORIDA. Such request shall be made to FLORIDA’s Administrative Officer. If a suitable replacement cannot be agreed upon FLORIDA may terminate this agreement with 30-days written notice.

**ADMINISTRATIVE NOTICES**

1. Notices required in connection with the administration of this Subcontract shall be delivered to respective Administrative Office as follows:

 FLORIDA’s Administrative Officer is as follows:

 Dawn Stewart, Coordinator

 Division of Sponsored Programs

 University of Florida

 219 Grinter Hall

 Box 115500

 Gainesville, FL 32611-5500

 Telephone: 352-392-0239

 Email: ufsubawards@ufl.edu

 SUBCONTRACTOR’s Administrative Officer is as follows:

 [SUBCONTRACTOR Admin Officer]

 [DEPARTMENT]

 [ADDRESS]

Telephone: [PHONE]

**REPORTING REQUIREMENTS**

[Edit to fit the needs of the Project]

1. SUBCONTRACTOR is required to submit one (1) original of the following report(s) to FLORIDA Project Director:

 **Report Type Due No Later than**

 Monthly Progress Report [DATES or NA]

 Quarterly Progress Report [DATES or NA]

 Annual Progress Report [DATES or NA]

 Final Progress Report 45 days from Subcontract end date

2. These narrative reports should provide an assessment of what has been accomplished during the reporting period with the final report covering the entire Subcontract period.

3. Payments shall be withheld until the required reports have been received.

**PUBLICITY**

1. Neither party shall use the name of the other party or of any investigator in any advertising or promotional material without the prior written approval of the other.

**PUBLICATIONS**

(Edit to accommodate prime conditions and/or PI conditions)

1. The Subcontractor may disseminate research results developed under this Subcontract, provided Florida’s Principal Investigator be provided 30-days in advance a copy every publication based on or developed under this Subcontract.

2. Insert special conditions For example Acknowledgement of prime support. (Any publications, presentations, printed reports, or resulting research finding related to this grant shall acknowledge the funding source: (insert Prime sponsor’s name)

**ALLOCATION OF FUNDS and PAYMENT** *(for firm fixed price payment and priced out for each deliverable/milestone in Appendix B)*

1. Total funds currently available for payment to SUBCONTRACTOR for work performed under this Subcontract are presently allocated at $[AMOUNT]. The allocated amount is fixed and based upon the amounts detailed in Appendix B.

2. SUBCONTRACTOR shall submit official invoices for payment in accordance with the Payment Schedule outlined in Appendix B.

3. SUBCONTRACTOR’s Invoices must reference the following subcontract numbers;

 Project No: [INSERT]

 Subcontract No: [INSERT

 And be remitted to the following address:

 **If by mail or overnight delivery send to:**

University of Florida

Subcontract Manager

Contracts and Grants Accounting Services

123 Grinter Hall

PO Box 113001

Gainesville, FL 32611-3001

Phone: 352-273-3121

Fax: 352-846-0137

 **If by email send to:**

Subcontract-manager@ufl.edu

4. SUBCONTRACTOR shall, if necessary and upon request, provide expenditure documentation in detail sufficient for a proper pre and post audit thereof.

5. FLORIDA's obligation to pay under this Subcontract is contingent upon an annual appropriation by the Legislature and the obligation of funds by the prime funding agency.

**ALLOCATION OF FUNDS and PAYMENT** *(for cost reimbursable efforts)*

1. Funds provided for SUBCONTRACTOR’s involvement in this project shall be on a cost reimbursable basis not to exceed $[AMOUNT]. The budget for which FLORIDA has based this support is detailed in Appendix B.

2. SUBCONTRACTOR shall submit invoices to FLORIDA for costs incurred on a quarterly basis.

3. All Invoices shall be submitted at a line item detail equal to the detailed budget in Appendix B.

4. SUBCONTRACTOR shall submit the final invoice no later than forty-five (45) days from the end date of this Subcontract.

5. SUBCONTRACTOR’s Invoices must reference the following subcontract numbers;

 Project No: [INSERT]

 Subcontract No: [INSERT

 And be remitted to the following address:

 **If by mail or overnight delivery send to:**

University of Florida

Subcontract Manager

Contracts and Grants Accounting Services

123 Grinter Hall

PO Box 113001

Gainesville, FL 32611-3001

Phone: 352-273-3486

Fax: 352-846-0137

**If by email send to:**

Subcontract-manager@ufl.edu

6. At anytime FLORIDA may request additional documentation to support charges on the invoice.

7. SUBCONTRACTOR shall, if necessary and upon request, provide expenditure documentation in detail sufficient for a proper pre and post audit thereof.

8. All travel expenses to be reimbursed under this subcontract shall be in accordance with Florida Statutes Section 112.061, with the exception that non-State of Florida personnel performing travel under a sponsored research subcontract may be reimbursed for travel expenses in accordance with the provisions of the PRIME AWARD and the travel allowances established by the SUBCONTRACTOR.

9. FLORIDA's obligation to pay under this subcontract is contingent upon an annual appropriation by the Legislature and the obligation of funds by the prime funding agency.

**ALLOWABLE COSTS**

1. SUBCONTRACTOR may request reimbursement for only those allowable, allocable and reasonable costs for the work performed under this Subcontract, as determined by, and in prevailing order of the following: (1) the Subcontract Conditions, (2) the PRIME AWARD, attached hereto as Appendix C, and (3) if federal funding, the SUBCONTRACTOR’S applicable OMB cost principles; A-21, A-87, A-122, Appendix E to Part 74, or by Part 31.303 of the Federal Acquisition Regulations.

2. (Insert any special allowable cost conditions of the PRIME AWARD, (examples: PRIME AWARD does not allow Indirect costs to be paid from grant funds, No equipment, Only the items in the approved budget are allowed. Any deviation requires FLORDA approval) 25% budget deviations

**INTELLECTUAL PROPERTY**

**(Proceed with caution. Edit to meet any special Prime Requirements)**

1.SUBCONTRACTOR, by signing this Subcontract agrees to be bound by the PRIME AWARD’s terms and conditions that govern Intellectual Property Rights, to the same extent as FLORIDA is bound.

2. SUBCONTRACTOR agrees to provide a copy of any intellectual property disclosures (invention disclosure) and/or reports required of the PRIME AWARD to FLORIDA’s Office of Technology Licensing.

3. Any questions regarding the proper interpretation of a specific clause incorporated herein should be referred to FLORIDA’s Administrative Contact.

**AUDIT REQUIREMENTS**

1. If the PRIME AWARD is federal the audit requirements set forth in OMB Circular A-133 may be applicable to the SUBCONTRACTOR. If required, a copy of SUBCONTRACTR’s most current A-133 audit report and any responses made to any audit exceptions must be sent to Subcontract-manager@ufl.edu. Failure to submit the A-133 audit reports may result in the withholding payments to the SUBCONTRACTOR and/or a stop work order may be issued.

**ACCESS TO RECORDS, SITE VISITS, RECORD RETENTION**

1. With reasonable notice given, SUBCONTRACTOR will allow FLORIDA, PRIME AGENCY, or any of their duly authorized representative's access to any SUBCONTRACTOR books, documents, papers and records which are directly pertinent to the performance of this Subcontract for audit purposes during the period of the Subcontract and for a period of 3-years following final payment made under this Subcontract.

**CONVICTED VENDOR LIST**

1. A person or affiliate who has been placed on the convicted vendor list by the Department of Management Services, State of Florida, may not submit a bid on a contract to provide any goods or services, including construction, repairs, or leases and may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant for the University of Florida for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

 <http://dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/convicted_vendor_list>

**DISCRIMINATION**

1. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity (Florida Statutes, Section 287.134).

 <http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/discriminatory_vendor_list>

**PRIME AWARD REGULATORY DATA**

1. All applicable administrative rules and regulations, terms and conditions of the PRIME AWARD, attached hereto as Appendix C, shall become binding upon SUBCONTRACTOR.

2. SUBCONTRACTOR assumes sole responsibility for reimbursement to FLORIDA, a sum of money equivalent to the amount of any payment disallowed in the case of a firm fixed price subcontract or disallowed expenditures in the case of a cost reimbursable subcontract should the PRIME AGENCY or an authorized agency rule through audit exception, or some other appropriate means, that payments made to SUBCONTRACTOR through FLORIDA were not made in compliance with the regulations of the PRIME AWARD or the provisions of this Subcontract.

3. In the event of any inconsistencies between or among the provisions set forth by this Subcontract, the inconsistency shall be resolved by giving precedence in the following order: (1) the Subcontract Conditions, (2) the PRIME AWARD Conditions.

**LIABILITY**

1. To the full extent allowed by law, each party hereto agrees to be responsible and to assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents or employees in the performance under this Subcontract.

Termination at Will:

1. If FLORIDA's funding should be terminated during the performance of this Subcontract, or should the funding for support be deleted or reduced, FLORIDA may in written notice to SUBCONTRACTOR terminate this Subcontract upon reasonable notice consistent with the termination of the prime award.

2. FLORIDA shall reserve the right to unilaterally cancel the Subcontract should SUBCONTRACTOR refuse to allow public access to all documents, papers, letters, or other material subject to the provisions of Florida Statute Chapter 119, and made or received by SUBCONTRACTOR in conjunction with the Subcontract. An exemption is granted to exclude proprietary or confidential information, personnel records of an evaluative nature, and any legally privileged information.

 <http://www.leg.state.fl.us/Statutes/index.cfm?App_mode=Display_Statute&URL=Ch0119/ch0119.htm>)

3. FLORIDA shall consider the employment by the SUBCONTRACTOR of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this Subcontract.

4. Either party may terminate this Subcontract at any time, for any reason other than stated, upon no less than thirty (30) day's upon receipt of written notice to the other parties Administrative Officer.

Termination for Breach:

1. FLORIDA will provide written notice of intent to terminate for breach to the SUBCONTRACTOR's Administrative Officer no less than fifteen (15) days in advance of termination date and will state provisions it considers breached.

2. Unless SUBCONTRACTOR's breach is excused FLORIDA may, by written notice of breach to SUBCONTRACTOR, terminate the whole or any part of this Subcontract if SUBCONTRACTOR fails to provide Services called for by this Subcontract within the time specified herein or any extension thereof. Termination shall be upon no less than twenty-four (24) hours' notice in writing and delivered to the appropriate Administrative Officer of the other Party. SUBCONTRACTOR shall continue the performance of the non-disputed portions of the Subcontract to the extent not terminated under the provisions of this clause.

3. Waiver of breach or any provisions of the Subcontract shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Subcontract.

Termination Agreement:

1. After receipt of a notice of termination, and except as otherwise directed, SUBCONTRACTOR shall:

 a. Stop work under the Subcontract on the date, and to the extent specified in the notice of termination.

 b. Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such work under the Subcontract as is not terminated.

 c. Terminate all orders and subcontracts to the extent that they relate to the performance of work which was terminated.

 d. Handle all property purchased under this Subcontract in accordance with the terms of the Prime Award.

 e. Prepare all necessary reports and documents required under the terms of the Subcontract up to the date of termination, including the final report due at the end of the project, if any, without payment for services rendered in completing said reports beyond termination if said reports are not completed prior to termination date.

 f. In the event of termination, SUBCONTRACTOR will be reimbursed for all costs properly incurred and any non-cancelable obligations properly incurred through the effective date of termination.

**INDEPENDENT CONTRACTOR**

1. For the purpose of this Subcontract and all work and services specified herein, the parties shall be, and shall be deemed to be, independent contractors and not agents or employees of the other party.

**COMPLIANCE WITH THE LAW**

1. The parties to this Subcontract shall comply with all applicable federal, state, local laws and regulations and nothing in this Subcontract shall be construed to require either party to violate such provisions of law.

**MODIFICATION OF SUBCONTRACT**

1. This Subcontract may only be changed or modified by an amendment executed in the same fashion as the original.

**IN WITNESS WHEREOF,** the parties have caused this agreement to be executed by their duly authorized representatives;

[SUBCONTRACTOR] University of Florida

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Signature Authorized Officer Authorized Signature

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name Name

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Subcontractor’s Federal Tax ID#

**APPENDIX A**

**STATEMENT OF WORK**

 **APPENDIX B**

**BUDGET**