

**STANDARD SUBCONTRACT BETWEEN  
VINCENNES UNIVERSITY  
AND  
[(Subcontractor)]**

This Standard Subcontract is between Vincennes University ("University") located at 1002 N. 1<sup>st</sup> St, Vincennes, IN 47591 and the other party indicated in the signature block below ("Subcontractor"). The Subcontractor accepts these terms and conditions by starting work after receiving the signed Agreement or by not objecting to these terms and conditions within ten (10) days after receiving the Agreement. This Agreement shall be effective when signed by both parties and will remain in effect until all obligations set forth in this Agreement have been fulfilled, or the Agreement has been terminated, whichever occurs first. The general scope of services agreed upon between the Parties is identified as Exhibit A and is attached hereto and is herein incorporated by reference herein.

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the exchange, receipt, and adequacy of which the parties hereby acknowledge, it is agreed between the parties hereto that:

**GENERAL CONDITIONS**

- A. University shall provide Grant Funds in an amount not to exceed \$\_\_\_\_\_ for the sole and express purpose of undertaking the Services specified in the RFP for the payment of eligible expenses shall be made against the line item budgets specified in the RFP and in accordance with performance. Costs reimbursed shall be determined to be allowable in accordance with applicable federal regulations, including, but not limited to, OMB Circulars A-21 of the Federal Acquisition Regulations.

B. General Compliance

Subcontractor also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. If this agreement was made pursuant to a Request for Proposal (RFP), the following order of precedence will apply: 1. This agreement and its Exhibits, 2. RFP, and 3. Subcontractor's response to RFP.

C. Adherence to State and Federal Laws, Regulations

The relationship between the parties is solely that of independent contractors, not partners, joint venturers, employees, agents, or otherwise. Neither shall have any authority to bind the other in any manner, and shall not represent or imply that it has such authority. Subcontractor accepts full responsibility for payment of any and all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholdings, social security withholdings and any and all other taxes or payroll

withholdings required for all employees engaged by the University in the performance of the work and activities authorized by this Agreement. Subcontractor accepts full responsibility for providing workers with proper safety equipment and taking any and all necessary precautions to guarantee the safety of workers or persons otherwise affected.

D. Records, Access and Maintenance

Subcontractor shall establish and maintain records as required under 29 C.F.R. 95.50 et seq. for at least three (3) years from when the final payment is made by the University and all other pending matters are closed.

The University, any sub grantee, the Office of Inspector General of the United States, Comptroller General of the United States the U.S. Department of Labor, or any other duly authorized representatives, shall have access to and the right to examine all records, any books, documents, papers and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts, copies and transcription; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives. Reasonable access to personnel for purposes of interviews and discussions related to such documents shall be permitted.

E. Equal Employment Opportunity

The Subcontractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status, or ancestry. The Subcontractor will take affirmative action to ensure that applicants are considered for employment and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, military status, or ancestry. The subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the Subcontractor; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, age, military status, or ancestry. Subcontractor shall conform to all state and federal laws, executive orders and rules and regulations relating thereto.

F. Prevailing Wage Rates and Labor Standards

In the commission of any Project(s) wherein federal funds are used to finance construction work as defined in CFR Title 29, Part 5 to the extent that such activity is subject to the Davis-Bacon Act (40 U.S.C. 276a to 276a-5, as amended) and the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C 276c), all laborers and mechanics employed by contractors or subcontractors on any such construction work assisted under this Agreement shall be paid the wages that have been determined by the U.S. Secretary of Labor to be the wages prevailing for the corresponding classes of laborers and mechanics employed on project(s) of a character similar to the contract work in the civil subdivision of the state wherein the work is to be performed. In addition, all laborers and mechanics

employed by contractors or subcontractors on such construction work assisted under this Agreement shall be paid overtime compensation in accordance with the provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327 to 333. Furthermore, University requires that all subcontractors shall comply with all regulations issued pursuant to these acts and with other applicable federal and state laws and regulations.

G. Rights to Inventions

To the extent this Agreement involves the performance of experimental, developmental, or research work, the rights of the Federal Government and University to any resulting inventions will be determined in accordance with 37 CFR part 401, "*Rights to Inventions made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements*," and any implementing regulations issued by the awarding agency.

H. Environmental Requirements

Subcontractor agrees to comply with all applicable environmental requirements insofar as they apply to the performance of this Agreement, including but not limited to the Clean Air Act (42 U.S.C. Sec. 7401 et seq.), the Federal Water Pollution Control Act (33 U.S.C. Sec. 1251 et seq.) as amended, the Flood Disaster Protection Act (33 U.S.C. Sec. 1251 et seq.) and the Resource and Conservation Recovery Act (42 U.S.C. Sec. 6901 et seq.).

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Subcontractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient. The certification is shown as Exhibit B.

J. Drug-Free Workplace

The Drug-Free Workplace Act of 1988 requires the University, as a federal contractor and grant recipient, to certify that it will provide a drug-free workplace. As a condition of contracts entered into with the University, Subcontractors will abide by the terms of this statement and notify the University of any criminal drug statute conviction not later than five days after such conviction for a violation occurring in the workplace. The unlawful manufacture, distribution, dispensation, possession, use, or sale in the workplace of a

controlled substance, as defined by state or federal law, is prohibited. The University will not condone criminal activity on its property, or on property under its direct control, and will take appropriate personnel action up to and including termination or required participation in a drug abuse assistance or rehabilitation program.

K. Buy American Act

None of the funds made available in this Act may be expended by an entity unless the entity agrees that in expending the funds the entity will comply with the Buy American Act (41 U.S.C. 10a et seq.).

L. Confidential Information

Both University and Subcontractor understand that information provided during the performance of this Agreement is confidential and must be in conformance with all state and federal laws relating to data privacy. Within fifteen (15) days of the completion or earlier termination of this Agreement, or upon earlier request of the University, Subcontractor will return all documents, data and other information provided by the University to Subcontractor. Upon University's request, Subcontractor will destroy all copies of data, documents, or information provided by the University and will provide the University with proof of such destruction.

M. Indemnification

Subcontractor agrees to defend, indemnify, and hold harmless the University, its successors and assigns, and their respective employees and agents to the fullest extent permitted by law from and against any and all claims or demands whatsoever, including associated costs, expenses, and reasonable attorney's fees incurred on account thereof, that may be asserted by Subcontractor's employees, employees of Subcontractor's subcontractors or agents, or any other persons for loss, damage, death, or injury to persons or property arising in any manner out of or incident to Subcontractor's use of University facilities and/or its performance or nonperformance of the Subcontract.

N. Insurance & Bonding

The Subcontractor shall provide insurance in accordance with the requirements of 29 CFR 95.31. In addition to these requirements, without limiting any liabilities or any other obligation of the Subcontractor, the University requires that the Subcontractor shall purchase with a company or companies lawfully authorized to do business in the State of Indiana, and rated at least A- VII in the current A.M. Best's, the minimum insurance coverage below:

1. Commercial General Liability, with minimum limits of \$1,000,000 per occurrence, and an unimpaired products and completed operations aggregate limit and general aggregate minimum limit of \$5,000,000. The University shall be named as an additional Insured with reference to this contract. The policy shall include coverage for: Bodily Injury; Broad Form Property Damage (including completed operations);(THIS AMOUNT IS PART OF THE \$5,000,000); Independent Contractors Coverage; Personal Injury; Blanket Contractual Liability; Products and Completed Operations, and this coverage shall extend for one year past acceptance, cancellation or termination of the services or work defined in this contract; and Fire Legal Liability.
2. Certificates of Insurance acceptable to the University, its departments, agencies, boards and commissions shall be issued and delivered prior to the commencement of the work defined in this contract, and shall identify this contract and include certified copies of endorsements naming the University as Additional Insured for general liability coverage. All coverage, conditions, limits and endorsements shall remain in full force and effect as required in this contract.
3. Failure on the part of the Subcontractor to meet these requirements shall constitute material breach of contract, upon which the University, may immediately terminate this agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the University, shall be repaid by the Subcontractor upon demand, or the University may offset the cost of the premiums against any monies due to the Subcontractor. Costs for coverage broader than those required or for limits in excess of those required shall not be charged to the University. Subcontractor and its insurer(s) providing the required coverage shall waive their rights of recovery against the University.

O. Conflict of Interest & Personal Gain

The Subcontractor warrants that, to the best of the Subcontractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR subpart 9.5, or that the Subcontractor has disclosed all such relevant information. Prior to commencement of any work, the Subcontractor agrees to notify the University immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the University any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days. The Subcontractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Subcontractor will immediately make a full disclosure in writing to the University. This disclosure shall include a description of actions which the Subcontractor has taken or proposes to take, after consultation with the University, to avoid, mitigate, or

neutralize the actual or potential conflict of interest. The Subcontractor shall continue performance until notified by the University of any contrary action to be taken.

P. Termination Procedure

1. Termination for Convenience- University may immediately terminate this Agreement for convenience, in whole or in part, if it deems such termination necessary by giving reasonable written notice of termination to the Subcontractor for any of the following occurrences:

- i. Failure of Subcontractor to fulfill in a timely and proper manner any of its obligations under this Agreement.
- ii. Insolvency -In the event the Subcontractor files a petition in bankruptcy, or is adjudicated bankrupt; or if a petition in bankruptcy is filed against Subcontractor and not discharged within thirty (30) days; or if Subcontractor becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law; or if a receiver is appointed for Subcontractor or its business.
- iii. Circumstances that are beyond the control of the University.

2. Termination by Default - In the event that the Subcontractor shall fail to maintain or keep in force any of the terms and conditions of this Agreement, the University may notify the Subcontractor in writing of such failure and demand that the default be remedied within 10 days. Should the Subcontractor fail to remedy the same within said period, the University shall then have the right to terminate this Agreement.

3. Effects of Termination - Within sixty (60) days after termination of this Agreement, Subcontractor shall surrender all reports, documents, and other materials assembled and prepared pursuant to this Agreement, which shall become the property of University, unless otherwise directed by University. After receiving written notice of termination, Subcontractor shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this Section, Subcontractor shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.

Q. Breach

A party shall be deemed to have breached the subcontract if any of the following occurs (however, this list is not exclusive):

1. failure to perform in accordance with any term or provision of the subcontract;
2. partial performance of any term or provision of the subcontract;
3. perform any act prohibited or restricted by the subcontract, or
4. violation of any warranty.

For purposes of this subcontract, these items shall hereinafter be referred to as a "Breach."

i. Subcontractor Breach-University shall notify Subcontractor in writing of a Breach. In event of a Breach by Subcontractor, the University shall have available the remedy of actual damages and any other remedy available at law or equity, including the entitlement to attorney fees if legal action is required. No waiver by University of any breach of the provisions of this Agreement by the Subcontractor shall in any way be construed to be a waiver of any future breach or bar the University's right to insist on strict performance of the provisions of the Agreement.

ii. University Breach-In the event of a Breach of contract by the University, the Subcontractor shall notify the University in writing within 30 days of any Breach of contract by the University. The notice shall contain a description of the Breach. In the event of Breach by the University, the Subcontractor may avail itself of any remedy available in at law or equity; provided, however, failure by the Subcontractor to give the University written notice and opportunity to cure as described herein operates as a waiver of the University's Breach.

R. Notices

All notices to the University in connection with this Subcontract should be sent to the addresses outlined in the first paragraph and signature line of the Agreement.

S. Governing Law

This Agreement shall be governed by the laws of the State of Indiana as to all matters, including but not limited to matters of validity, construction, effect and performance.

T. Entire Agreement

This Agreement and its exhibits and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof. As services are procured with federal funds, requirements set out at <http://survey.vinu.edu/controller/static.php?page=policyprocedures> shall be incorporated into this agreement to the extent applicable.

U. Warranties

Subcontractor warrants (i) it is not debarred or suspended from doing business with the federal government, and it will notify the University if it becomes debarred or suspended; and (ii) the Services will be of professional standards and quality; are free from defects in material and workmanship; are the quality, size and dimensions ordered; comply with the Subcontractor's representations in any advertisement, correspondence, response to University's RFP, or any other document provided to the University; comply with all



applicable laws, codes and regulations; and are not restricted by patents, copyrights, trade secrets, or other rights of third parties.

V. Severability

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

W. Amendments or Modifications

This Agreement can be modified or rescinded only by a writing signed by both parties or their duly authorized agents.

X. Assignment

Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted or sub granted by the Subcontractor without the prior express written consent of the University.

IN WITNESS WHEREOF, the parties hereto have executed this Subcontract on the last day and year set forth below

**SUBCONTRACTOR:**

[NAME]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

**UNIVERSITY:**

[NAME]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## EXHIBIT A – SCOPE OF SERVICES

The Contractor will provide the following services to the University:

1. *Description of Services to be provided by the Contractor:*
2. *Outcome/Result to be achieved by the completion of Agreement:*
3. *Description of any product (if applicable) to be created by the provision of Services under the Agreement (ex.: equipment, written reports, software, other):*
4. The performance period of this contract will begin on \_\_\_\_\_ (insert date) \_\_\_\_\_ and end on \_\_\_\_\_ (insert date) \_\_\_\_\_.
5. The price to be paid by the University for these services will not exceed \_\_\_\_\_.  
The Contractor will compile a list of all payments received for the month and will prepare an invoice based on these amounts. [Insert the following sentence if applicable]: In addition, the University shall reimburse the Contractor for reasonable, ordinary and necessary business travel expenses, photocopy/reproduction costs, telephone, and courier expenses incurred in the performance of services and as supported by documentation of such expenses per the University's policies.

6. Payment to the Contractor shall be made\_\_\_\_\_. Invoices will be received no later than the 5th of the month following the previous month's billings. The invoices must be accompanied by documentation substantiating the amount claimed. The University will pay such invoices thirty (30) days after receipt of the invoice along with the necessary receipts to support the charges. University reserves the right to suspend payments should the Contractor fail to provide required reports in a timely and adequate fashion or if Contractor fails to meet other terms and conditions of this Agreement.
7. *The Contractor will have the following rights and obligations:*
- a. The Contractor warrants that it will exercise skill, care and diligence to a high standard in providing the services.
  - b. If the Contractor undertakes work on the University's premises, they will comply with the University's policies for the workplace environment.
  - c. Comply with all policies, procedures, and directives of the University so far as they are made known to the Contractor.

## EXHIBIT B: CERTIFICATION REGARDING LOBBYING

Applicants must review the requirements for certification regarding lobbying included in the regulations cited below before completing this form. Applicants must sign this form to comply with the certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying." This certification is a material representation of fact upon which the Department of Education relies when it makes a grant or enters into a cooperative agreement.

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a Federal contract, grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

- (a) No Federal 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) 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 grant or cooperative 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 for all subawards at all tiers (including subgrants and contracts under grants and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certification.

NAME OF APPLICANT PROJECT NAME		PR/AWARD NUMBER AND / OR	
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE			
SIGNATURE		DATE	



