

**OAKLAND UNIVERSITY SUBCONTRACT  
FOR THE OFFICE OF RESEARCH ADMINISTRATION**

**CFDA No:** \_\_\_\_\_

**FAIN No:** \_\_\_\_\_

Oakland University ("Oakland") and \_\_\_\_\_ ("Subcontractor") enter into this Subcontract, as of the date of the last signature below, in support of Oakland's performance of contract/grant number \_\_\_\_\_ ("Prime Agreement") between Oakland and \_\_\_\_\_ ("Sponsor").

The parties to this Subcontract agree as follows:

1. Scope of Work. Subcontractor will perform the research and associated work detailed in the Scope or Statement of Work that is attached as **Attachment 1** and incorporated herein by reference ("Scope of Work"). Oakland can change the Scope of Work if: (a) the Sponsor requires the changes; or, (b) Oakland, in its sole and exclusive discretion, determines that the changes are necessary for performance of the Prime Agreement. If any such changes to the Scope of Work affect the cost or scheduling of work under this Subcontract, the parties will negotiate cost and/or scheduling adjustments in good faith and within the Prime Agreement's parameters.
2. Performance Period. The performance period commences on \_\_\_\_\_ and ends on \_\_\_\_\_ unless terminated earlier as provided in this Subcontract ("Termination Date"). Subcontractor is not obligated to continue work or provide services after the Termination Date and Oakland is not obligated to compensate Subcontractor for expenses incurred or commitments made after the Termination Date. Subcontractor will immediately notify Oakland, in writing, if Subcontractor knows or reasonably should know of any actual or potential condition that may delay Subcontractor's timely performance. The parties may extend the performance period by written amendment, subject to the Prime Agreement's terms, conditions, time limitations and funding restrictions.
3. Staffing. Oakland's Principal Investigator ("Oakland's PI") and Subcontractor's Principal Investigator ("Subcontractor's PI") for this Subcontract are identified in **Attachment 2**. Oakland's PI is responsible for the technical, scientific and programmatic aspects of this Subcontract and for coordinating the research efforts of the collaborating investigators. Subcontractor's PI's participation is considered essential to Subcontractor's performance of this Subcontract. Subcontractor will not replace or remove Subcontractor's PI from the work required by this Subcontract, or substantially reduce the level of his/her participation, without Oakland's prior written approval.
4. Terms and Conditions of the Prime Agreement. All of the Prime Agreement's terms and conditions are incorporated by reference into this Subcontract. Subcontractor acknowledges that it has received, reviewed, understands and agrees to be bound by the terms and conditions in the Prime Agreement. Subcontractor will assume and does assume all of Oakland's responsibilities to the Sponsor under the Prime Agreement as they relate to services to be performed by Subcontractor.
5. Federal Regulations. Subcontractor will fully comply with all Federal Regulations identified in the Prime Agreement. For the purposes of this Subcontract, all references in any Federal Regulation to contract, assistance agreement, or other such written agreement will mean this "Subcontract," and all references to contractor will mean Subcontractor.

6. Allowable Costs. The Prime Agreement, the applicable Federal Regulations and the Office of Management and Budget (OMB) Cost Principles as set forth in 2 CFR 200 (Uniform Guidance), will determine the extent to which costs are allowable under this Subcontract. Subcontractor's normal policies governing salaries, wages and fringe benefits will apply to all of its employees paid from this Subcontract. Subcontractor's published policy on travel and travel reimbursement must apply to all costs for travel and transportation charged to this Subcontract. Foreign travel is prohibited without prior written approval of Oakland. When Subcontractor's policies conflict with the Prime Agreement, the OMB's Cost Principles or any applicable Federal Regulation, the more restrictive rules will apply.
7. Consideration. Oakland will reimburse Subcontractor the total incurred cost as invoiced, including indirect costs, and allocable facilities and administrative costs provided Subcontractor has a federally approved negotiated rate for reimbursement of facilities and administrative costs during the period of performance, as set forth in the preapproved budget that is included in **Attachment 3** ("Budget"), which is incorporated herein by reference ("Total Cost"), subject to any limitations in the Prime Agreement, this Subcontract and all applicable Federal Regulations. Costs incurred in excess of the Total Cost are at Subcontractor's risk.
8. Re-budgeting of Funds. The parties understand that the Budget is an estimate and that there may be a need to depart from it to cover certain unanticipated requirements of the Statement of Work. Subcontractor is authorized to re-budget funds which do not require prior approval in accordance with the Prime Agreement. All other re-budgeting of funds must have prior written approval of Oakland.
9. Invoices and Payments. Oakland will reimburse Subcontractor for those Total Costs that are actually incurred and invoiced, subject to approval by and payment from the Sponsor. Subcontractor will submit invoices to Oakland at least quarterly, but not more often than monthly. Each invoice will be categorized with monthly and cumulative charges entered appropriately, include the period in which the costs were incurred and identify the categories of costs consistent with the Budget designations. Upon request, Subcontractor will furnish Oakland with any necessary documentation supporting invoiced amounts.

Two copies of each invoice should be sent to:

Oakland University  
Office of Research Administration  
371 Wilson Boulevard – Room 529  
Rochester, MI 48309-4486

The final invoice, clearly marked FINAL, must be submitted within 45 days after the termination or expiration of this Subcontract. Oakland may, at its sole discretion, refuse to reimburse Subcontractor for any cost included in an invoice submitted more than 45 days after termination or expiration of this Subcontract.

Final invoice payment will be withheld until Subcontractor completes and delivers to Oakland any final reports and all closeout documents required by Oakland.

10. Accounts, Audits and Records. Subcontractor will maintain books, records, documents, and other evidence, accounting procedures, and practices ("Records") sufficient to prove all direct

and indirect costs of whatever nature it claims to have incurred for the performance of this Subcontract.

All of Subcontractor's facilities used in the performance of this Subcontract, and all of Subcontractor's Records, will be subject at all reasonable times to inspection and audit by Oakland, the Sponsor, the relevant Federal audit agency, the Comptroller General of the United States and/or any of their authorized representatives.

Subcontractor will preserve and make available its Records for at least 7 years following expiration or termination of this Subcontract or until audit is completed and all resulting questions are resolved, whichever occurs last.

As a sub-recipient of federal funds, and if Subcontractor meets the threshold audit requirements for 2 CFR 200, Subcontractor will provide Oakland with an audit report encompassing the Performance Period for this Subcontract. This audit should be conducted in compliance with 2 CFR 200. One copy of the audit report and any management letters associated with the audit should be submitted to Oakland within 3 months of the completion of the audit and no later than 9 months from Subcontractor's fiscal year end. Subcontractor will also include a transmittal letter identifying any audit findings relating specifically to this Subcontract. In any cases of noncompliance, Subcontractor will provide copies to Oakland of responses to auditor's reports and a plan for corrective action. If Subcontractor does not meet the threshold audit requirements for 2 CFR 200, Subcontractor's records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting office as provided in 2 CFR 200.

Subcontractor will cooperate with Oakland in resolving all questions that Oakland may have concerning the 2 CFR 200 reports and any plans for corrective action. Subcontractor will permit independent auditors to have access to Records and financial statements as necessary for Oakland to comply with 2 CFR 200.

11. Patents and Inventions. All matters regarding rights, title and interest in and to inventions or other intellectual property rights conceived or reduced to practice in the course of performance of this Subcontract must be disclosed and will be subject to the terms of the Prime Agreement and 37 CFR Part 401. Subcontractor will submit required invention reports to Oakland within 30 days of a disclosure. Subcontractor will ensure that all persons who perform any part of the work under this Subcontract comply with this requirement. Except as otherwise required by law, Oakland agrees to treat any disclosures pursuant to this Paragraph as confidential and will treat them with the same care as they would their own confidential information.
12. Reports. Subcontractor will provide reports to Oakland as required by the Scope of Work and/or the Prime Agreement, and Subcontractor will, upon Oakland's request, assist Oakland in the preparation of all reports required by Oakland to the Sponsor under the Prime Agreement. Subcontractor will also render any other reports as may be requested by Oakland's PI during the period of performance of this Subcontract, and will submit a final report upon completion of the Scope of Work.
13. Publications. Subcontractor will acknowledge the support of the Sponsor whenever activities funded in whole or in part by this Subcontract are published. Any presentations or publications arising from and supported by this Subcontract will include a positive statement clearly setting forth that the contents are in no way the responsibility of the Sponsor.

14. Assignments and Subcontracts. Subcontractor will not assign this Subcontract, or subcontract any of the work required by the Scope of Work, without Oakland's prior written approval. This restriction on subcontracts will not apply to the purchase of standard commercial supplies or raw materials or subcontracts included in the Scope of Work document attached in **Attachment 1**. To the extent that the Subcontractor subcontracts any of the work required by the Scope of Work, Subcontractor will secure the subcontractor's written agreement to accept and comply with all of the terms and conditions of this Subcontract.
15. Termination. Oakland may, in its sole and exclusive discretion, terminate this Subcontract upon written notice to Subcontractor if funding becomes unavailable for this Subcontract or if such funds are restricted. Either party may also terminate this Subcontract, upon written notice to other party, in addition to any other remedies it may have, if the other party fails in whole or part to perform its obligations under this Subcontract.
16. Post-Termination Obligations. Upon receipt of a termination notice, Subcontractor will take all immediate action to minimize all expenditures and obligations financed by this Subcontract and will cancel obligations as soon as possible. Subcontractor will be compensated for all actual and allowable expenses and all un-cancelable obligations properly incurred prior to the date of termination subject to the Total Cost limitation set forth in Paragraphs 6 and 7. Subcontractor will promptly deliver to Oakland all data, reports, summaries and such other information and material as may have been prepared for and/or accumulated by Subcontractor in the performance of this Subcontract, whether completed or in process.
17. Continuation of Work Pending Dispute Resolution. During the pendency of any dispute relating in any way to this Subcontract, both parties will proceed diligently with performance as feasible.
18. Notices. All notices required to be given pursuant to this Subcontract will be made in writing, and sent by first class mail to:

Oakland

Subcontractor

Oakland University  
 Office Of Research Administration  
 Associate Vice President for Research  
 371 Wilson Boulevard – Room 529  
 Rochester, MI 48309-4486  
 Tel: (248) 370-2762

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19. Research Misconduct and Conflict of Interest. Subcontractor certifies that it has established written, enforced policies on responsible conduct of research, research misconduct and conflict of interest (financial or otherwise) that comply with the applicable regulations and the provisions of this Subcontract. In the event that Subcontractor does not have such policies established, Subcontractor will request a copies of Oakland's written responsible conduct of research, research misconduct and conflict of interest policies and will comply with those policies.
20. Compliance with Law. The Subcontractor will comply with and hereby makes any certifications required by all applicable federal, regulations, restrictions, permit and licensing requirements and laws, including without limitation the Drug-Free Workplace Act of 1988 (41 USC 8101, et seq); the Byrd Anti-Lobbying Amendment (31 USC 1352, et seq); the Family Educational Rights and Privacy Act of 1974 (20 USC 1232g); the Jeanne Clery Disclosure of Campus Security

Policy and Campus Crime Statistics Act (20 USC 1092[f]); Executive Order 12549 (debarment and suspension); Executive Order No. 11246 as amended by Executive Order 11375 (equal opportunity); OMB Circular A-129 (non-delinquency on federal debt); and any related statutes, amendments, rules, regulations and orders. In furtherance of Executive Order 12549 and the regulations promulgated thereunder, 2 CFR 180, 2 CFR 200, and any additional regulations promulgated by an applicable federal agency, the Subcontractor hereby certifies that Subcontractor is not suspended, debarred, proposed for debarment, declared ineligible or voluntarily excluded from the award of contracts from United States federal government programs and/or agencies and is not listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs (collectively "Not-Debarred") and will obtain identical certifications from Subcontractor's lower tier contractors and suppliers that they are also Not-Debarred.

21. Additional Terms and Conditions. This Subcontract is subject to and shall be performed by Subcontractor in accordance with Oakland's General Terms and Conditions for Agreements located at <http://www.oakland.edu/legalforms> ("General Terms and Conditions") for Contractors which are incorporated into this Subcontract by reference and shall be considered part of this Subcontract. Subcontractor acknowledges receiving, reviewing and accepting the General Terms and Conditions. No amendment to the General Terms and Conditions is effective unless in writing and signed by Oakland's Vice President for Legal Affairs. In the event of a conflict between this Subcontract and the General Terms and Conditions, this Subcontract will govern.

Oakland University

Subcontractor

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_