WASHINGTON STATE UNIVERSITY SUBCONTRACT

OGRD#: 
SUBCONTRACT#: 

This Agreement (hereinafter "Subcontract") made by and between Washington State University, Office of Grant and Research Development, PO Box 643140, Pullman, Washington 99164 an agency of the State of Washington (hereinafter "University") and:

(hereinafter "Contractor")

In consideration of the mutual premises hereinafter contained, the parties agree that this Subcontract will be performed in accordance with the following conditions:

GENERAL CONDITIONS

I. SCOPE OF WORK

Accomplishment of the work entitled " " is described in Exhibit A attached hereto and by reference incorporated herein.

II. PERFORMANCE PERIOD

The performance period of the Subcontract will extend from the effective date through unless amended by written mutual agreement. No expenses will be reimbursed which are incurred prior to the effective date or subsequent to the termination date.

III. SOURCE OF FUNDS

The funding provided by the Subcontract represents flow-through funds from the agreement number CFDA# .

IV. ESTIMATED COST AND EXPENDITURE LIMITATION

The University will reimburse the Contractor for actual expenses incurred under the Subcontract but not to exceed $ unless amended by written mutual agreement.

V. ALLOWABLE COST AND PAYMENT

A. The University will reimburse the Contractor for direct costs and indirect costs (if applicable) incurred in the performance of this Subcontract, provided that:

1. The total of such costs does not exceed the estimated costs as provided in Article IV herein;

2. Progress and final technical reports are submitted as required in Article IX.
3. Such costs were allowable by terms of this Subcontract; AND
4. Such costs are incurred in accordance with Contractor's established policy and procedure.

B. Reimbursement for indirect costs (if applicable) are allowed under this agreement up to the rate specified in the budget at Exhibit B. If Contractor claims their full indirect cost as negotiated with a Cognizant Federal Agency and such costs are allowed under this agreement, one copy of Contractor's Federally Negotiated Indirect Cost Rate Agreement must be submitted with this agreement upon signing.

C. The Contractor will submit vouchers to the University for reimbursement at least quarterly, but not more often than monthly, in triplicate to the following address:

Mr. V. Hutnak, Sponsored Program - Finance Officer Washington State University, Pullman, WA 99164-1025

In order for the Contractor to receive payment, these vouchers must be in sufficient detail to indicate clearly the nature of all expenses in the format of the budget attachment (Exhibit B hereto). These vouchers must include reference to the University Subcontract number. The final voucher must be submitted within 30 calendar days after the termination date of this Subcontract, and must be marked "Final" by the Contractor.

VI. BUDGET

Unless otherwise provided in Special Conditions (Exhibit C attached hereto), the Principal Investigator may transfer funds within the budget as needed without University's approval so long as the scope of work remains unchanged.

VII. UNIVERSITY'S PROGRAM DIRECTOR

The University's Program Director __________. The program director is not authorized to amend or alter this Subcontract without the written mutual agreement of the parties hereto.

VIII. CONTRACTOR'S PRINCIPAL INVESTIGATOR

The Contractor's Principal Investigator responsible for conduct of the work contemplated hereunder is. No change of Principal Investigator may be made without the prior written approval of the University's Director, Office of Grant and Research Development or appropriate designee.

IX. TECHNICAL REPORTS

The Contractor must provide such technical reports concerning the progress of the work as may be requested by the University's Program Director and a final technical
report within 30 days after the end of the performance period.

X. SAVE HARMLESS

The Contractor shall protect, indemnify, and save the University harmless from and against any damage, cost or liability for any or all injuries to persons or property arising from acts or omissions of the Contractor, his employees, agents, or subcontractors, howsoever caused.

XI. TERMINATION BY THE UNIVERSITY

If either the University or the contractor determines that termination is in its best interests because of lack of sufficient funds, or other substantial reason, either may terminate this subcontract upon 30 calendar days written notice to the other. Contract may be terminated at any time by written notification upon termination of the University's prime agreement by the sponsor. Upon receipt of such notification, the Contractor may make no further commitments under the Subcontract and must take all reasonable actions to cancel outstanding obligations. The total cost of the Subcontract shall then be negotiated between the University and the Contractor.

XII. NONDISCRIMINATION

Title VI of the Civil Rights Act of 1964 (Public Law 88-352; 42 USC.2000d-1) provides that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Title IX of the Education Amendments of 1972 (Public Law 92-318; 20 USC.1681-1686), prohibits the exclusion of persons on the basis of sex from any education program or activity receiving Federal financial assistance. By acceptance of this Subcontract, the Contractor agrees that it will comply with all the laws stated herein.

XIII. ANTI-KICKBACK

The Anti-Kickback Act of 1986 was passed to deter subcontractors from making payments for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or a subcontract relating to a prime contract. By acceptance of this subcontract, the contractor agrees to comply with the following regulations. FAR 3.502 and FAR 52.203-7.

XIV. ACKNOWLEDGMENT OF FEDERAL SUPPORT

Section 511 of the appropriations act of the Department of Health and Human Services for fiscal year 1990 (Public Law 101-166) requires that when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal
money, all grantees receiving Federal funds, including but not limited to State or local governments, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

XV. RECORDS/AUDIT

A. Records

1. The contractor will maintain adequate financial records in accordance with generally accepted accounting practices.
2. The transaction document(s) must clearly describe the nature of each expense, as authorized in the approved budget and/or terms of the agreement to substantiate costs.

B. Audit

The contractor shall preserve and make available all records related to the Agreement for examination by Washington State University, the federal government, and/or their duly authorized representative:

1. Until the expiration of three years from the date of submission of the final invoice and/or the completion or settlement date resulting from early termination of the Agreement, and
2. Records relating to any litigation, claim or audit, started before the expiration of the three (3) year period shall be retained until the findings have been resolved; and
3. Any costs which, upon audit, are found to be unallowable will be reduced from future claims for reimbursement, or shall be refunded if the Agreement has expired.

C. Subrecipient Monitoring

A Contractor that expends $300,000 or more in Federal awards during a fiscal year shall arrange for an audit by an independent accountant in order to ascertain the effectiveness of the Contractor's financial management systems and internal procedures established to meet the terms of the subcontract agreement.

1. Contractors subject to the uniform administrative requirements of OMB Circulars A-110, A-102, A-88 and A-133 or other federal guidelines, shall provide Washington State University with a copy of its audit report(s) within thirty (30) days of issuance.
2. The Subcontractor will permit auditors (as defined in the OMB Circulars) to have access to the records and financial statements as necessary to comply with the appropriate OMB Circulars and this Article.
3. The audit report should be sent to:

**ADDRESS:** Washington State University  
Office of the Controller  
ATTN: Sponsored Projects Finance Office  
240 French Administration Building  
Pullman, WA 99164-1025

4. Failure to comply with the terms of this paragraph may lead to Subcontract termination in accordance with Article XI.

**XVI. ASSURANCES**

Certification:

1. Acceptance of this Subcontract constitutes certification that the Subcontractor is not presently debarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

2. Acceptance of this Subcontract constitutes certification that the Subcontractor is not delinquent on any Federal debt.

3. Acceptance of this Subcontract constitutes certification that the Subcontractor is in compliance with Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Public Law 100-960, Title V, Subtitle D).

4. Acceptance of this Subcontract constitutes certification that the Subcontractor has a property control system that has been approved by the appropriate federal agency, and/or a system that can protect, preserve and account for and control Government owned property.

5. Acceptance of this Subcontract constitutes certification that to the best of the Subcontractor's knowledge and belief:
   a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subcontract, to any person for influencing or attempting to influence an officer or employee of any agency, 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.
   b. If 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 any employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subcontractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
c. The Subcontractor 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 agreements) and that all subrecipients shall certify and disclose accordingly.

6. Subcontractor agrees to notify WSU immediately if there is any change of status in 1, 2, 3, 4 or 5 above.

VII. FEDERAL, STATE AND LOCAL TAXES

Except as may be otherwise provided in this Subcontract, the Subcontract price includes all applicable Federal, State and local taxes and duties.

VIII. LAW

This Subcontract shall be governed by, and construed in accordance with, the laws of the State of Washington.

IX. ASSIGNMENT

The Contractor shall not assign or transfer any interest in this contract to any third party without the prior written approval of the University.

XX. NOTICE

Except as otherwise expressly provided in the Subcontract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or the University at the address or number set forth on page 1 of this Subcontract, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Article. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when transmitting machine generates receipt of the transmission. To be effective against the University, such facsimile transmission must be confirmed by telephone notice to the University. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

SPECIAL CONDITIONS

The Special Conditions, if any, attached hereto as Exhibit C and by reference incorporated herein apply to this Subcontract, and in case of any conflict between the General Conditions and the Special Conditions, the latter will prevail.

IN WITNESS WHEREOF, the parties hereto have executed this subcontract.
WASHINGTON STATE UNIVERSITY

Signed
Dan Nordquist, Interim Director
Name and Title
Date
Tax ID Number

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EXHIBIT A, SCOPE OF WORK
(See Article I)
DESCRIPTION:

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EXHIBIT B, BUDGET
(See Article IV and V)

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EXHIBIT C, SPECIAL TERMS AND CONDITIONS