

University of Louisiana System

**Title: PRIVATE GRANT AND
FEDERAL FUNDS
DELEGATION OF
AUTHORITY FOR
RESEARCH SUBCONTRACTS**

Effective Date: October 24, 2008

Cancellation: NONE

Chapter: Finance

Policy and Procedures Memorandum

Under Louisiana Revised Statutes 39:1481 et. seq. the Office of Contractual Review has the power and authority for governing the procurement and management of all professional, personal, consulting and social service contracts. No contract shall be valid until it has first been executed by the head of the using agency and the contractor and has been approved in writing by the director of the Office of Contractual Review. However, LA R.S 39:1482K states that these provisions shall not apply to contracts of an institution of higher education to which the director of the office of contractual review has delegated authority to procure services with private grant funds or federal funds. Such delegation has been granted to the University of Louisiana System.

In order to enhance the research posture of the universities comprising the UL System, the System Office is delegating authority to the University Presidents or their designees for private grant funds and federal research sub-grants which total less than \$100,000.

This Policy and Procedures Memorandum will provide guidelines for a system-wide delegation of authority for use on research funding that requires subcontracts in an amount upc43

Policy References:

Louisiana Revised Statutes

Review Process:

System Office Staff
Presidents
Vice Presidents for Business and Finance
University Research/Grant Officers
Board of Supervisors
Legal Counsel

Distribution:

University Presidents
Vice Presidents for Business and Finance

ATTACHMENT 1

**Subcontract Agreement
Under a Federal Grant /Award/Cooperative Agreement With (Name of Institution in**

(Short Name of Institution)_____, who will be responsible for the overall conduct and management of the project.

- 4) Subcontractor's Senior Investigator for the project at Subcontractor's institution will be responsible for all aspects of proposed work to be performed by Subcontractor _____ and _____ Subcontractor has designated **(Name)**_____to serve as Senior Investigator.
- 5) Cost: **(Short Name of Institution)** agrees to reimburse the Subcontractor from grant project funds for actual expenditures during the effective time period, but not to exceed the amount of \$ _____ (_____ Dollars), unless the parties agree in writing to revise this amount.
- 6) Invoices: All invoices to be sent pursuant to Part C (2) below shall be sent to _____ **(Name/Title of (Short Name of Institution) designee to receive invoices for payment):**

PART B. SCIENTIFIC CONDITIONS AND STATEMENT OF WORK

The Principal Investigator will be responsible for the overall scientific conduct of the research project, and will carry out those studies to be done at **(Short Name of Institution)**.

The Senior Investigator will be responsible for those aspects of the study to be conducted

4) Liability

The Subcontractor shall at all times be considered to be an independent contractor and shall not hold himself/herself out as an employee of (Short Name of Institution). Each party shall be solely liable for any claims, actions, demands or damages arising out of its performance of this Agreement.

5) Publication and Copyright

Each party shall be entitled to freely publish the results of its research carried out pursuant to this Agreement or the Grant referred to in Part A hereof. Disposition of any copyrights or any copyrightable material shall be determined by the policy

institution, to likewise maintain records of any grant-related income generated by their participation in this grant supported activity and report such within 60 days of the expiration of the contract.

PART E. SPECIAL ASSURANCES

1) Civil Rights and Equal Employment Opportunity

(Short Name of Institution) and the Subcontractor certify that each institution has an active program for compliance with all applicable state and federal regulations, executive orders and legislation concerning equal opportunity or affirmative action, and that, wherever required, valid assurances of compliance are on file with the cognizant enforcement agency. Wherever applicable, the above statement of certification includes but is not necessarily limited to the following specific Acts:

- a. The Subcontractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The

- e. The Subcontractor will furnish all information and reports required by Federal Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- f. In the event of the Subcontractor's noncompliance with the non-discrimination clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Subcontractor may be declared ineligible for further Government Contracts in accordance with procedures in Federal Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise by law.
- g. The Subcontractor will include the provisions of Paragraphs (a) through (f) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Federal Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or vendor. The Subcontractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Subcontractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Subcontractor may request the United States to enter into such litigation to protect the interests of the United States.
- h. Subcontractor agrees to abide by the requirements of the following, as amended and as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, The Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1972, and Subcontractor agrees to abide

2) Protection of Human Subjects

Pursuant to 45 CFR 46, Subpart A, Protection of Human Subjects, Section 46, 107, the Subcontractor and (**Short Name of Institution**) agree that any human research protocol conducted under this Agreement shall be reviewed and approved by (**Short Name of Institution**) Institutional Review Board (IRB) before any human research subjects are included in the project.

3) Vertebrate Animals

Pursuant to the Animal Welfare Act and the Public Health Service Policy in Humane Care and Use of Laboratory Animals, the Subcontractor and (**Short Name of Institution**) agree that any animal research protocol conducted under this Agreement shall be reviewed and approved by (**Short Name of Institution**) Institutional Animal Care and Use Committee (IACUC) before any animal research is undertaken in the project.

4) Certifications

- a. Acceptance of this Agreement constitutes certification that the Subcontractor is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency, in accordance with OMB Guidelines (53 FR 19161-19211).
- b. Acceptance of this Agreement constitutes certification that the Subcontractor is not delinquent on any Federal debt in accordance with OMB Circular No. A-129.
- c. Acceptance of this Agreement constitutes certification that no 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 Agreement, and that 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 Agreement, grant, loan or cooperative agreement the Subcontractor shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying."
- d. Acceptance of this Agreement constitutes certification that the Subcontractor will comply with the PHS policy requiring high ethical standards in all grant-supported projects and to inquire into and, if necessary, investigate and

resolve promptly and fairly all instances of alleged or apparent misconduct in science (45 CFR Part 50, Subpart A).

- e. Acceptance of this Agreement constitutes certification that the Subcontractor will comply with the Drug Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D). Effective March 18, 1989, all grantees receiving grants from any Federal Agency certify that they will maintain a drug free work place (45 CFR Part 76) (and published in the Federal Register on January 13, 1989).
- f. Subcontractor agrees to notify (**Short Name of Institution**) immediately if there is any change of status in a, b, c, d or e above.
- g. Acceptance of this Agreement constitutes certification that the Subcontractor will comply with the requirements for an annual audit as required by OMB Circulars A-102 (implemented in A-128) and A-110 as appropriate. Subcontractor agrees to provide to (**Short Name of Institution**) a copy of the Subcontractor's annual audit as required by OMB Circulars A-102 and A-110.

PART F. MISCELLANEOUS

1)

If to **(Short Name of Institution)**, to:
If to Subcontractor, to:

IN WITNESS WHEREOF, the parties hereunto set their hands to execute this Agreement
this _____ day of _____ (Month) _____ (Year)

(Short Name of Institution)

SUBCONTRACTOR

(Name of Institution)

(Name)

By: _____
(SIGNATURE)

By: _____
(SIGNATURE)

(DATE)

(DATE)

Its: _____
(TITLE)

Its: _____
(TITLE)

By: _____
(SIGNATURE)

By: _____
(SIGNATURE)

(DATE)

(DATE)

APPENDIX B BUDGET

APPENDIX C