

THIS AGREEMENT is entered into effective the 1st day of September, 2017 by and between Vincennes University (herein called the "Grantee") and XXXXX (herein called "Subrecipient") to undertake XXXXXXXXXXXXXXXXXXXXXXXX.

WHEREAS, Grantee, in conjunction with the Subrecipient, has applied for and has been awarded funds from the above Granting agency;

WHEREAS, Grantee and Subrecipient wish to set forth the responsibilities and obligations of each in undertaking the Grant named above and in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that:

REPORTING AND COMPLIANCE

A. Scope of Services

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.

B. General Compliance

Subrecipient agrees to comply with the requirements of cited in the grant agreement and in OMB Uniform Administrative Requirements . Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract.

C. Audits

Grant funds shall be audited according to the requirements of the Uniform Guidance. An audited Grantee and or Subrecipient shall submit to the Federal Clearinghouse and make available for public inspection a copy of the audit, data collection form and reporting package as described in the Uniform Guidance within the earlier of thirty (30) days after receipt of the auditor's report(s) or nine months after the end of the audit period.

D. Allowable Cost and Payment

Funds provided and expenses incurred under this Agreement must be accounted for in a separate account and used only for the purposes specified in this Agreement. Costs incurred during the period of this Agreement shall be in accordance with the sponsoring organization's requirements and the applicable cost principles and procedures for commercial businesses, including but not limited to those set forth in the prime award from the Indiana Department of Workforce Development. .

In the event that any payments to the Subrecipient are subsequently disallowed as items of cost of this Agreement, the Subrecipient agrees to repay the Prime Recipient, on demand, the amount of

any such disallowed items. However, the Subrecipient retains the right to establish the allowability of any such item of cost under this Agreement

E. Procurement

- i. Compliance - Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.
- ii. Unless specified otherwise within this Agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of as set forth by the XXXXXXXXXXXXXXXXXX.
- iii. Subcontracts - Subrecipient will include all relevant provisions of this Agreement in all subcontracts entered into as part of the activities undertaken in furtherance of this Agreement and will take appropriate action pursuant to any subcontract upon a finding that the Subrecipient is in violation of regulations issued by XXXXXXXXXX. Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

GENERAL CONDITIONS

- A. Subrecipient shall establish and maintain for at least four (4) years from the final close out of this Agreement such records as are required by Grantee, including but not limited to, financial reports, intake and participant information, program and audit reports.
- B. At any time during normal business hours upon three (3) days prior written notice and as often as Grantee may deem necessary and in such a manner as not to interfere unreasonably with the normal business operations, Subrecipients shall make available to Grantee, for examination, and appropriate state agencies or officials, all of its records with respect to matters covered by this Agreement including, but not limited to, records of personnel and conditions of employment and shall permit Grantee to audit, examine and make excerpts or transcripts from such records.
- C. Subrecipient 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 Grantee in the performance of the work and activities authorized by this Agreement. Subrecipient 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. Prior to the completion of work contemplated in this Agreement, personnel of Subrecipient, any contractor of Subrecipient, public official, employee or member of the governing body of the particular locality where this Agreement shall be completed, who exercises any functions

or responsibilities in connection with the review or approval of the work completed under this Agreement, shall not voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Any person who, prior to or after the execution of this Agreement, acquires any personal interest, involuntarily or voluntarily, shall immediately disclose said interest to Grantee in writing. Thereafter, no participation in any action affecting the work under this Agreement shall be performed, unless the Grantee determines that, in light of the personal interest disclosed, the participation in any such action would not be contrary to the public interest.

- E. To the extent permitted under state and federal statutes, constitutional provisions and other law, each party shall be responsible for its own negligent acts or omissions and the negligent acts or omissions of its officers, directors, trustees, employees and agents that arise out of or are related to the performance of the obligations under this Agreement; provided, however, that in no event shall either party be held liable to the other for special, incidental, consequential or punitive damages, including loss of revenues, loss of profits, machine down time or business expense. This provision is intended to be an allocation of risk between the parties, and shall not constitute an indemnification.
- F. If applicable, the Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from Grantee. Subrecipient shall comply with the bonding and insurance requirements under 2 CFR200.
- G. Grantee may immediately terminate this Agreement by giving reasonable written notice of termination (30 days) to the Grantee for any of the following occurrences:

 - (a) Failure of Subrecipient to fulfill in a timely and proper manner any of its obligations under this Agreement.
 - (b) Failure of Subrecipient to submit reports that are complete and accurate.
 - (c) Failure of Subrecipient to use the Grant Funds for the stated purposes in this Agreement.
 - (d) Circumstances that are beyond the control of the University.
- H. Effects of Termination Within sixty (60) days after termination of this Agreement, Subrecipient shall surrender all reports, documents, and other materials assembled and prepared pursuant to this Agreement, which shall become the property of Grantee, unless otherwise directed by Grantee. After receiving written notice of termination, Subrecipient shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this Section, Subrecipient shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.

In the event that the Subrecipient shall fail to maintain or keep in force any of the terms and conditions of this Agreement, the University may notify the Subrecipient in writing of such failure and demand that the default be remedied within 10 days. Should the Subrecipient fail to

remedy the same within said period, the University shall then have the right to terminate this Agreement.

- L. A party shall be deemed to have breached the subcontract if any of the following occurs (however, this list is not exclusive):
- a. Failure to perform in accordance with any term or provision of the subcontract;
 - b. Partial performance of any term or provision of the subcontract;
 - c. Perform any act prohibited or restricted by the subcontract, or
 - d. Violation of any warranty.

- K. For purposes of this subcontract, these items shall hereinafter be referred to as a "Breach."
- a. Subrecipient Breach-University shall notify Subrecipient in writing of a Breach. In event of a Breach by Subrecipient, the University may 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 Subrecipient 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.
 - b. University Breach-In the event of a Breach of contract by the University, the Subrecipient 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 Subrecipient may avail itself of any remedy available in at law or equity; provided, however, failure by the Subrecipient to give the University written notice and opportunity to cure as described herein operates as a waiver of the University's Breach.

L. Force Majeure: In the event that either party is unable to perform any of its obligations under this Agreement, or to enjoy any of its benefits because of reasons pertaining to national security, national interests, public order, public health, fire, explosion, power blackout, natural disaster, strike, embargo, labor disputes, war, terrorism, acts of God, acts or decrees of governmental bodies or other causes beyond such party's reasonable control (hereinafter referred to as Force Majeure Event), the party who has been so affected shall immediately give notice to the other and shall take reasonable actions to resume performance. Upon receipt of such notice, all obligations under this Agreement shall immediately be suspended except for obligations already in progress. If the period of nonperformance exceeds sixty (60) days from the receipt of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

M. The subrecipient is subject to the Contract Provisions for the Non-Federal Entity Contracts Under Federal Awards from the Uniform Guidance. These provisions are listed in Exhibit B.

N. This Agreement contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. This Agreement can be modified or rescinded only by a writing signed by either parties or their duly authorized agents.

O. This Agreement may not be assigned by Subrecipient.

P. If the University shall, after default made by the Subrecipient in any payment to be made by it, or in the performance of any covenant or agreement to be by it performed under this agreement, accept from the Subrecipient and payment to be made by it, or the performance or any covenant or

agreement to be by the Subrecipient performed under this agreement, or if the University after such default shall do any act or exercise any right, remedy, option or election permitted by this Agreement, neither the acceptance of such payment nor the acceptance of such performance, nor the doing of such act, nor the exercise of any such right, remedy, option or election, shall be construed or deemed a waiver of such prior default, except only to the extent that such prior default shall be extinguished by the payment or performance so accepted by the University.

Q. 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.

R. 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.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in duplicate the day and year first hereinabove written.

SUBRECIPIENT:

UNIVERSITY:

Vincennes University

By:
Name:
Title:
Date:

By:
Name:
Title:
Date:

EXHIBIT A- SCOPE OF SERVICES

Activity/Program

Activity/Program Title: (New Activity)

Activity or Program
Description:

EXHIBIT B- CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity , all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable .

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000 , which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate .

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Camp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs , Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C . 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week . The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation . The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback " Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States") . The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work , to give up any part of the compensation to which he or she is otherwise entitled . The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) . Where applicable, all contracts awarded by the non-Federal entity in excess of \$100 ,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence .

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of

experimental , developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 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 .

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)-A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. , p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension ." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)-Contractors that apply or bid for an award exceeding \$100,000 must 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 must 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 non-Federal award.

(J) See §200.322 Procurement of recovered materials .