

**AGREEMENT  
between**

**PURDUE UNIVERSITY**

**and**

**UNIVERSITY OF PUERTO RICO**

**Subcontract Under the Corporation for National Service  
Grant No. 00LHEIN025**

This Agreement is entered into by and between Purdue University (hereinafter referred to as University) of West Lafayette, Indiana and University of Puerto Rico (hereinafter referred to as Subcontractor) of Mayaguez, Puerto Rico.

**WHEREAS**, the University has received Grant No. 00LHEIN025 from the Corporation for National Service (hereafter referred to as Corporation) to conduct a research project entitled, "Learn and Serve American Grant – The Epics Consortium: A National Scale Service Learning Program in Engineering".

**WHEREAS**, the University desires that Subcontractor perform certain work required under the Grant and Subcontractor is willing to undertake such work in accordance with the terms of this agreement;

It is therefore agreed as follows:

**ARTICLE I - SCOPE OF WORK**

The Subcontractor will use its best efforts to perform the work described in the Statement of Work, which is incorporated herein as **Attachment A**.

**ARTICLE II - PERIOD OF PERFORMANCE**

The period of this Agreement is from September 1, 2000 through August 31, 2003.

**ARTICLE III - FISCAL CONSIDERATION**

For the performance of the work under this Agreement, the University agrees to pay the Subcontractor an amount not to exceed \$60,000.00. The Agreement budget summarizes the category of costs and is incorporated herein as **Attachment B**.

**ARTICLE IV - ALLOWABLE COST AND PAYMENT**

For the performance of this Agreement, the University agrees to pay Subcontractor the costs thereof determined to be allowable in accordance with OMB Circular A-110 and the applicable cost principles as defined by OMB Circular A-21. Subcontractor may submit invoices to the University not more frequently than monthly. Said invoice should state the period for which reimbursement is being requested and be prepared on Standard Form (SF270), Request for Advance or Reimbursement, or a similar form which itemizes the costs by budget category. SF270 or similar invoice should be mailed to the University contact for contractual matters indicated in Article XVII of this agreement. Reimbursement for indirect costs will be in accordance with Subcontractor's established policy. The final invoice must be submitted to the University within 60 days following the expiration of the agreement.

In the event that any payments to Subcontractor under this Agreement are subsequently disallowed by the Government as items of cost of this Agreement, Subcontractor agrees to repay the University on demand the amount of any such disallowed items, or at the discretion of the University, the University may deduct such

amounts from subsequent payments made to Subcontractor hereunder, without prejudice, however, to Subcontractor's right thereafter to establish the allowability of any such item of cost under the Agreement.

Subcontractor shall provide cost sharing for this project in the amount of \$60,000.00 in non-federal monies. Federal awards are to be used solely for the authorized purposes specified by this Agreement. Cost sharing must be reported monthly on the SF270 submitted for payment. **Invoices will not be paid until this cost sharing documentation is provided.**

The following Matching Requirements are applicable to all Subcontract recipients:

- (a) **Matching Obligation.** The Subcontractor must provide and account for the matching funds as agreed upon in the approved application and budget. All programs are encouraged to raise some funds from the private sector, i.e. non-federal funds.
- (b) **Cash or In-Kind Match for Program Operating Costs.** Contributions, including cash and third party in-kind, will be accepted as part of the Subcontractor's matching share for Program Operating Costs when such contributions meet all of the following criteria:
  - i. They are verifiable from Subcontractor records;
  - ii. They are not included as contributions for any other federally-assisted Program;
  - iii. They are necessary and reasonable for the proper and efficient accomplishment of Program objectives; and
  - iv. They are allowable under applicable cost principles.
- (c) **Cost Share.** As a general rule, the Corporation will treat cash or in-kind matching contribution that exceed the required minimum as cost-share. The Corporation encourages private sector support over-and-above the matching fund requirement. All match contributions, including cost-share, should be reflected in the budget.
- (d) **Exception for Volunteer Community Service.** Because the purpose of this Grant is to enable and stimulate volunteer community service, the Subcontractor may not include the value of direct community service performed by volunteers. However, the Subcontractor may include the value of volunteer services contributed to the organization for organizational functions such as accounting, audit, training of staff and Programs.
- (e) **Administrative Costs.** Administrative costs cannot exceed 5% of total Corporation funds actually expended. Administrative costs which exceed the Corporation's maximum administrative cost limit of 5% but which otherwise would have been allocable to the Grant, are allowable as the matching share under the Administrative Costs budget line item.
- (f) **Valuation.** The value of Subcontractor and third-party contributions of services and property will be determined in accordance with applicable cost principles set forth in OMB Circulars A-21, A-87 and A122, and the approved budget.

## ARTICLE V - AUDIT

The Subcontractor agrees to make available upon request the books and records regarding this Agreement at the Subcontractor's regular place of business, for audit by personnel authorized by the University or the Federal Government. Additionally, the books and records must be retained for a period of three (3) years following final payment.

The Subcontractor agrees to comply with the requirements of OMB Circular A-133 or Circular A-128, as appropriate. The Subcontractor further agrees to provide the University with copies of any of the independent auditor's reports which present instances of non-compliance with federal laws and regulations which bear directly on the performance or administration of this Agreement. In cases of such non-compliance, the Subcontractor will provide copies of responses to auditors' reports and a plan for corrective action. All records and reports prepared in accordance with the requirements of OMB Circular A-133 or Circular A-128, as appropriate, shall be available for inspection by representatives of awarding institutions or the Government during normal business hours.

Submit reports and notifications to:

Ms. Luanne Flynn  
Sponsored Program Services  
Purdue University  
610 Purdue Mall  
West Lafayette, Indiana 47907-2040

#### **ARTICLE VI - PUBLICATION**

Publications created by participants may include a Learn and Serve logo if they are consistent with the purposes of the Grant. The Subcontractor is responsible for assuring that the following acknowledgment and disclaimer appears in any external report or publication of material based upon work supported by this Grant.

*“This material is based upon work supported by the Corporation for National Service under Learn and Serve America Grant No. 00LHEIN025. Opinions or points of view expressed in this document are those of the authors and do not necessarily reflect the official position of the Corporation of the Learn and Serve American Program and Purdue University.”*

The Grantee is responsible for assuring that a copy of any such material is sent to the Corporation’s Office of Public Affairs, the Program Office and the National Service – Learning Clearinghouse.

Subcontractor may not use the name of the University or the Corporation for National Service in news releases or advertising or in other publications directed to the general public without the written approval of the University.

#### **ARTICLE VII - RIGHTS IN TECHNICAL DATA**

- A. Unless otherwise specified, the Subcontractor owns and may copyright any work that is subject to copyright, including software designs, training manuals, curricula, videotapes, and other products produced under the grant. However, the Grantee may not sell any work that includes a Learn and Serve America logo without prior Corporation written approval.
- B. The Corporation and University retains a royalty-free, non-exclusive, and irrevocable license to obtain, use, reproduce, publish, or disseminate products, including data, produced under the grant and to authorize others to do so. The Corporation or University may distribute such products through a designated clearinghouse.
- C. To the extent practical, the Subcontractor agrees to make products produced under the sub-grant available at the cost of reproduction to others in the field.

#### **ARTICLE VIII - PATENT RIGHTS**

Subcontractor hereby agrees to fully and promptly report to the University any invention conceived or first actually reduced to practice in performance of this Agreement. Subcontractor retains all rights, title and interest in and to such inventions.

#### **ARTICLE IX - PRINCIPAL INVESTIGATOR**

The University's Principal Investigator is Dr. William C. Oakes. Dr. Oakes is not authorized to change any element of this Agreement. All changes are to be consummated by formal written amendment. The Subcontractor's Principal Investigator is responsible for the conduct of the work contemplated by the Subcontractor. Dr. Ivette Cruzado is the Principal Investigator for the Subcontractor. No change of Principal Investigator is allowable without prior approval of the University.

#### **ARTICLE X - TERMINATION**

The University or Subcontractor may terminate this Agreement with or without cause at any time by giving thirty (30) days notice when it is determined that termination is in either party’s best interest. Upon termination of this Agreement, Subcontractor agrees to refrain from incurring any further costs under this Agreement and will use its best efforts to cancel any commitments made by it prior to receipt of such notice. Such termination will not affect any commitments which, in the judgment of the University, have properly become legally binding

prior to the effective date of such termination and which could not reasonably have been rescinded by the Subcontractor. Any prepaid but unearned funds will be returned to the University.

#### **ARTICLE XI - REPORTS AND DELIVERABLES**

The Subcontractor agrees to submit technical reports as required by the University's Principal Investigator. All other deliverables outlined in Attachment A or directed by the University's Principal Investigator shall be forwarded to the University within (60) days of the program completion date. All reports and deliverables must be sent to the University's Principal Investigator responsible for the technical matters indicated in Article XVII of this agreement.

Subcontractors must submit a Financial Status Report (FSR) on a Standard Form (SF 269a), or similar report, within 60 days of the close of each annual reporting period. The FSRs are cumulative over the period of the Grant, and report both on Match and Corporation expenditures.

Subcontractor completing the final year of their Grant must submit, in lieu of the last FSR, a Final FSR that is cumulative over the entire Grant period. This FSR is due 90 days after the close of the Grant.

#### **ARTICLE XII - INDEPENDENT CONTRACTOR**

Both parties hereto, in the performance of this contract, will be acting in an individual capacity and not as agents, employees, partners, joint venturers, or associates of one another. The employees or agents of one party will not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party assumes any liability for any injury (including death) to any persons, or any damage to any property arising out of the acts or omissions of the employees, agents, or subcontractors of the other party.

The Subcontractor will be responsible for providing all necessary unemployment and workmen's compensation insurance for its employees.

#### **ARTICLE XIII - TERMINATION**

Either party, provided the other party receives written notice thirty (30) days prior to the effective date of termination, may terminate this Agreement. The University will reimburse Subcontractor for all costs and noncancelable commitments within the funds specified in Article III of this Agreement incurred prior to the effective date of such termination, if the University initiates the termination. If Subcontractor initiates the termination, the University will reimburse Subcontractor for all costs incurred within the budget specified in Article III of this Agreement prior to the effective date of termination.

#### **ARTICLE XIV – RESERVED**

#### **ARTICLE XV - MULTI-TERM FUNDING CANCELLATION CLAUSE**

When the Corporation makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of a multi-term Agreement, the multi-term Agreement will be canceled. A determination by the Corporation that funds are not appropriated or otherwise available to support continuation of performance will be final and conclusive.

#### **ARTICLE XVI - GENERAL PROVISIONS**

By acceptance of this agreement, the Subcontractor agrees that it will comply with the terms and conditions of the Prime Agreement between the University and Corporation incorporated as **Attachment C**.

**ARTICLE XVII - COMMUNICATIONS**

**A. Purdue University**

Technical Matters:

Dr. William C. Oakes  
Department of Freshman Engineering  
Purdue University  
1286 ENAD  
West Lafayette, IN 47907-1286  
Phone: (765) 494-3892  
Fax: (765) 494-5819  
E-mail: oakes@purdue.edu

Contractual/Fiscal Matters:

Ms. Luanne Flynn  
Sponsored Programs Account Manager  
610 Purdue Mall  
Purdue University  
West Lafayette, IN 47907-1063  
Phone: (765) 494-1079  
Fax: (765) 494-1360  
E-mail: [lmflynn@purdue.edu](mailto:lmflynn@purdue.edu)

**B. University of Puerto Rico**

Technical Matters:

✓ Dr. Ivette Cruzado  
Instructor – Civil Engineering  
University of Puerto Rico  
P.O. Box 9041  
Mayaguez, Puerto Rico 00681-9041  
Phone: 787-834-6385  
E-mail:

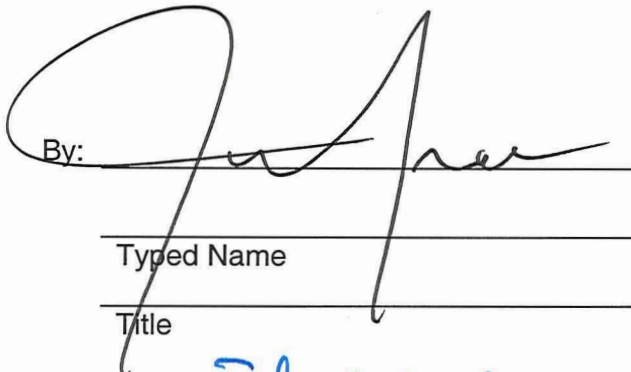
Contractual/Fiscal Matters:

✓ Dr. Benjamin Colucci  
Director T2 Center  
University of Puerto Rico  
P.O. Box 9041  
Mayaguez, Puerto Rico 00618-9041  
Phone: 787-834-6385  
Fax: 787-265-5695  
E-mail: [bcolucci@ce.uprm.edu](mailto:bcolucci@ce.uprm.edu)

IN WITNESS THEREOF, the parties have executed this agreement as of the day and year last written below.

**UNIVERSITY OF PUERTO RICO**

**PURDUE UNIVERSITY**

By:   
\_\_\_\_\_  
Typed Name  
\_\_\_\_\_  
Title

By:   
\_\_\_\_\_  
Rick Evans  
Sr. Contract Manager

Date: Feb 19 2003

Date: NOV 6 2002