

2007
6/2/07

SUBCONTRACT BETWEEN

UNIVERSITY OF PUERTO RICO MEDICAL SCIENCES CAMPUS

AND

THE UNIVERSITY OF PUERTO RICO, MAYAGÜEZ CAMPUS

When Award is from the (Health Resources and Services Administration)

THIS SUBCONTRACT, by and between the University of Puerto Rico – Medical Sciences Campus, herein referred to as **UPR-MSC** represented by Dr. José R. Carlo, Chancellor, and The Mayagüez Campus, herein referred to as the **Subcontractor**, represented by Dr. Jorge Iván Vélez Arocho, Chancellor, is for the performance of certain work/services and reimbursement of allowable costs.

WITNESSETH:

WHEREAS, the University of South Florida, hereinafter referred to as the **Sponsor** has awarded to **UPR-MSC** CFDA#93.145 Subagreement #5820-219-K000 entitled **The University of Puerto Rico**, herein referred to as the Award ; and

WHEREAS, the **Subcontractor** has proposed a education and training program in collaboration with **UPR-MSC** as detailed in the Cost Reimbursable Subagreement; and

WHEREAS, the **Subcontractor** has skilled personnel and facilities available to undertake such a program; and

WHEREAS, the **Subcontractor** and **UPR-MSC** desire this Agreement and the work to be performed under it to fully comply with all appropriate laws and regulations;

INITIAL
HERE

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I: SCOPE OF WORK

The **Subcontractor** on agrees to use its best efforts to perform the work described in Attachment I.

ARTICLE II: PERIOD OF PERFORMANCE

The effective period of this Subcontract shall be from August 1, 2002 and shall not extend beyond June 30, 2003 unless agreed to in writing by both parties hereto. Any extension of this Subcontract is subject to receipt by UPR-MSC of specific funding and time, extension from the Sponsor under the Award for continuation of the Subcontractor of the work. The performance period may be modified by mutual agreement of the parties.

ARTICLE III: SCIENTIFIC CONTROL

The Contractor Project Director, Prof. Daisy M. Gely, MPHE, as the (hereinafter referred to as the **Contrator Project Director**) shall coordinate the education and training efforts of UPR-MSC and the Subcontractor.

Dra. Milagritos González, shall be responsible for the conduct of the education and training program by the Subcontractor and shall not be replaced without prior consultation and approval of UPR-MSC.

ARTICLE IV: ADMINISTRATION

The designated administrative contact for UPR-MSC shall be:

Norberto E. Pérez-Sanabria
University of Puerto Rico, Medical Sciences Campus
PO Box 365067
San Juan, Puerto Rico 00936-5067
Phone: (787) 758-2525 Ext. 1749

(PLEASE DO NOT SEND INVOICES TO THIS ADDRESS)

The designated administrative contact for the Subcontractor shall be:

Dra. Milagritos González
Social Sciences Department
Chardón Building
University of Puerto Rico, Mayagüez Campus
Mayagüez, PR 00681

ARTICLE V: INSPECTION

Designated representative of UPR-MSC shall have the right to inspect and review the progress of the work performed pursuant to this Subcontract. All reasonable facilities, including access to relevant data, test results and computations used or generated under this Subcontract shall be made available when such inspections are conducted. Inspections shall be conducted in a manner as to not unduly delay the progress of the work and UPR-MSC shall give the Subcontractor notice prior to conducting any such inspection.



10/10/02 10:00 AM

ARTICLE VI: PRICE, PAYMENT AND SUBMISSION OF INVOICE

As compensation **UPR-MS** agrees to reimburse the **Subcontractor** for expenses up to maximum of \$103,412 per budget.

The obligations of **UPR-MS** under this Subcontract are contingent upon the availability of funds the Cost Reimbursable Subagreement CFDA #93.145 Subagreement #5820-219-K000.

All costs incurred in the performance of this Subcontract are subject to limitations of Articles VII and VIII.

An advance payment for the first three months to the **Subcontractor** shall be made for the amount of **Twenty One Thousand Three Hundred and Forty Four Dollars (\$21,344)** and sent to Mrs. Mayra Borrero. The **Subcontractor** shall submit a Federal Cash Transaction Report every three months to the **Contractor Project Director**, and submit the Request for Advance or Reimbursement Standard Form for the advance payment for the second, third, and fourth trimester. The **Subcontractors** shall submit the Federal Cash Transaction Report Standard Form not later than seven (7) days after every three months.

ARTICLE VII: ALLOWABLE COSTS

The allow ability of costs chargeable to this Subcontract shall be in accordance with the PHS Grants Policy Statement in effect on the beginning date of the grant budget period. The normal policies of the **Subcontractor** governing salaries, wages and fringe benefits shall apply to all employees of the **Subcontractor** paid from this Subcontract. The **Subcontractor's** published policy on travel and travel reimbursement shall apply to all costs for travel and transportation charged to this Subcontract. Pursuant to the procurement, when procuring equipment or products under this assistance award, only American-made items should be purchased whenever possible.

ARTICLE VIII: REBUDGETING OF FUNDS

It is understood that the **Subcontractor's** budget as approved in the Notice of Grant Award is an estimate and there may be need to depart from it to meet certain unanticipated requirements of the education and training project. The **Subcontractor** is authorized to rebudget funds which do not require prior approval in accordance with the General provisions cited in Article XXI. In addition, the **Subcontractor** is also authorized to rebudget funds requiring prior approval provided each such rebudgeting action is approved by the Principal Investigator and by the authorized official of the **Subcontractor** who is designated to grant such approval on its grants with the **Sponsor**. However, the **Subcontractor** must request in writing permission to carry-over funds from one budget period to another, stating the amount of carry-over and the justification for the unobligated funds.



ARTICLE IX: ACCOUNTS, AUDIT AND RECORDS

- A. The **Subcontractor** shall maintain books, records, documents, and other evidence, accounting procedures, and practices sufficient to reflect properly all direct and indirect costs of whatever nature have been incurred for the performance of this Subcontract. The foregoing constitutes "records" for the purposes of this clause.
- B. The **Subcontractor's** facilities (or such part thereof as may be engaged in the performance of this Subcontract) and records shall be subject all reasonable times to inspection and audit by **UPR-MS**C's Contracting Officer or authorized representative(s) and the cognizant federal audit agency.
- C. The **Subcontractor** shall preserve and make available records until the expiration of three years after the end of the budget period covered or until audit is completed and all resulting questions are resolved, whichever occurs first.
- D. The grants administration regulations cited in OMB Circular A-110 and A-133, as appropriate, are incorporated herein by reference.
- E. The **Subcontractor** shall furnish copies of audited financial reports for the Period of Performance listed in Article II, if requested by **UPR-MS**C.

ARTICLE X: EQUIPMENT ACCOUNTABILITY AND DISPOSITION

Subject to the obligations and conditions set forth in 45 CFR 74, title to real property, equipment, and supplies acquired under this Agreement shall rest, upon acquisition, in **Subcontractor**. **UPR-MS**C reserves the right to require transfer of items of equipment (including title) having a unit acquisition cost of \$5,000 or more if the project or program for which the equipment is acquired is transferred.

ARTICLE XI: PATENTS AND INVENTIONS

The disposition of any patents and inventions arising under this Agreement will be determined under the provisions of P.L 98-620 and 37 CFR Part 401 (Rev. 3/18/87).

ARTICLE XII: REPORTS

The **Subcontractor** shall render such reports as required by the **Contractor Project Director** including an annual report which shall be included in the progress report of the continuation application for the Primary Award.



ARTICLE XIII: PUBLICATIONS

All education and training reports and other publications relating to the work under this Subcontract shall:

- A. Bear proper acknowledgement of the support provided by the Award.
- B. Be submitted to the **Contractor Project Director** in the form of advance copies for review and comment prior to publication to ensure appropriate coordination of the research results.
- C. Be furnished in a list publications resulting from the education and training as part of the annual progress report submitted to the **Contractor Project Director**.
- D. Have mutually arranged specific understanding between parties regarding professional credits of authorship.

ARTICLE XIV: SUBCONTRACTS

It is understood that the **Subcontractor** shall not subcontract any of the education and training effort required under Article I without prior approval of **UPR-MSD**.

ARTICLE XV: UNLAWFUL PAYMENTS

The **Subcontractor** agrees to reimburse any improper payments received in violation of this contract or of the Laws and Regulations of the Commonwealth of Puerto Rico.

ARTICLE XVI: DEDUCTIONS

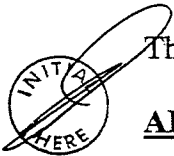
The **UPR-MSD** reserves his right to make the discounts required by Law.

ARTICLE XVII: INCOME TAX

The **SUBCONTRACTOR** certifies and guarantees that he is not, at the time of subscribing this contract, indebted to the government of the Commonwealth of Puerto Rico, and that he is not required to file income tax forms in the Commonwealth of Puerto Rico, because its non-profits corporation status. The **Subcontractor** has the obligation to submit a sworn statements indicating this.

ARTICLE XVIII: TEMPORARY HANDICAPPED INSURANCE TAXES, UNEMPLOYMENT INSURANCE TAXES AND CHAUFFEUR SOCIAL SECURITY (IF APPLY)

The **Subcontractor** certifies and guarantees that he, at the time of subscribing this contract, has paid the Unemployment Insurance Taxes, the Temporary Handicapped taxes



and the Chauffeur Social Security taxes (the one that apply); or he is in a payment plan, which terms and conditions fulfilled. It is recognized that this is an essential condition of this contract, if this certification is not correct, it will be sufficient cause for the **UPR-MSC** to leave without effect this contract, and the **Subcontractor** will have to return the **UPR-MSC** all the money received during this contract.

The **SUBCONTRACTOR** will submit a **NEGATIVE CERTIFICATION OR PAYMENT PLAN ISSUED BY THE DEPARTMENT OF LABOR AND HUMAN RESOURCES, OR THAT BE AUTHORIZED.**

ARTICLE XIX: INCOME TAX: RETENTION CLAUSE ON ORIGIN ON PAYMENTS FOR SERVICES RENDERED BY CORPORATIONS, SOCIETITIES, OR INDIVIDUAL ACCORDING TO SECTION 143 C OF THE NEW INCOME TAX LAW.

No retention or reduction on their fees will be made to **Subcontractor** for Social Security payment. **THE UPR-MSC** will withhold retain on the payment to **The Subcontractor** for services rendered up to twenty nine percent (29%) as expressed in Section 143C and 144 of Income Tax Law of 1954, as amended, and Section 1147 and 1150 of the internal Revenue Code of Puerto Rico of 1994 according to the approved regulations by the Secretary of the Treasury.

The **Subcontractor** is obliged, as necessary condition to this contract, to submit the certifications, releases, and documents that accredits his contributive situation, required by the **UPR-MSC** or its representative.

The **Subcontractor** is responsible to render his income tax forms and to pay the corresponding fees to the Social Security and to the Department of Treasure for any tributable amount as a result of income earned from this contract. The **UPR-MSC** will notify the Treasury Department of Puerto Rico of payments and reimbursements made to the **Subcontractor** .

ARTICLE XX: TERMINATION

If at any time the Award is terminated by the **Sponsor**, this Subcontract shall also be terminated upon receipt by the **Subcontractor** of written notice to that effect from **UPR-MSC**. The **Subcontractor** shall be reimbursed for uncancellable obligations properly incurred prior to the date of notice of termination.

UPR-MSC shall also have the unilateral right to terminate this Subcontract upon 30 days written notice for failure of the **Subcontractor** to meet any substantive requirement or obligation of this Subcontract should the **Subcontractor** fail to cure or correct said deficiency within the said 30 days or such longer period as the Parties may mutually agree. Nothing in this article is intended to abrogate the Parties right to mutually terminate this Subcontract on such terms as may be agreed upon.



ARTICLE XXI: PROVISIONS INCORPORATED BY REFERENCE

During the performance of this Subcontract, the **Subcontractor** agrees to comply with the following provisions of the Award which are incorporated by reference:

- A. Title VI of the Civil Rights Act of 1964 (42 USC 2000d).
- B. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC 794).
- C. Section 901 of Title IX of the Education Amendments of 1972 (20 USC 1681) as amended.
- D. Drug-Free Workplace Act of 1988, 45 CFR Part 76, Sub art F.
- E. Certificate of Debarment and Suspension, 45 CFR Part 76.
- F. Certification of Non-Delinquency on Federal Debt. OMB Circular No. A-129, revised November 25, 1988.
- G. Responsibilities for Dealing With and Reporting Possible Misconduct in Science, 42 CFR Part 50, Subpart A, of November 8, 1989.
- H. Certification Regarding Lobbying (31 USC 1352).

ARTICLE XXII: FINANCIAL DISCLOSURE FOR CONFLICT OF INTEREST

Subcontractor shall disclose to **UPR-MSC** any perceived or apparent conflict of interest related to the Scope of work under this Subcontract. In signing this Subcontract, **Subcontractor** accepts responsibility, on behalf of (Name of Duly Authorized Representative) for disclosure to **UPR-MSC** Office of Sponsored Programs, Compliance Officer for all applicable perceived or apparent conflict of interest. Throughout the period of this Subcontract, **Subcontractor** agrees to provide **UPR-MSC** with updated information on actual or potential financial conflict of interest, either on an annual basis, or as new relevant information becomes available.

ARTICLE XXIII: HOLD HARMLESS

Subcontractor and the **UPR-MSC** agree to hold each other harmless from liability of any nature of kind including costs or expenses, from, or on account of, any or all suits or damages, of any kind resulting from injuries or damages sustained by any person or persons or property by virtue of performance of this subcontract.



ARTICLE XXIV: GENERAL PROVISIONS

The following provisions are incorporated in this Subcontract by reference with the same force and effect as though set forth herein in full:

- A. PHS Grants Policy Statement in effect on the beginning date of the grant budget period.
- B. 45 CFR Part 74.

ARTICLE XXV: INDEPENDENT CONTRACTOR


No provision of this Subcontract shall be deemed to constitute any agent or employee of Subcontractor as an agent or employee of the UPR-MS. The Subcontractor agrees that it has entered into this Subcontract and will discharge its obligations, duties, and undertakings and the work pursuant thereto whether requiring professional judgment or otherwise as an independent contractor and without liability on the part of UPR-MS.

ARTICLE XXVI: GOVERNING LAW

This Subcontract shall be governed by the laws of the government of Puerto Rico.

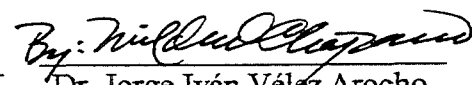
IN WITNESS WHEREOF, the parties have caused this Subcontract to be effective as of the date last written by the following duly authorized representatives.

University of Puerto Rico, Medical Sciences Campus

BY 
José R. Carlo, MD
Chancellor

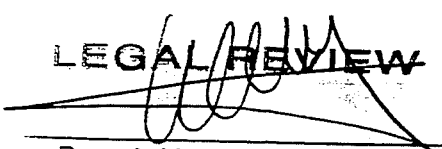
DATE _____

University of Puerto Rico, Mayagüez Campus

BY *ecv* 
Dr. Jorge Iván Vélez Arocho
Chancellor

DATE October 11, 2002

LEGAL REVIEW


ROSA I. MARTÍNEZ ADDARICH