

# CONSORTIUM AGREEMENT

Whereas, the (Appropriate Agency or Company) has awarded to The (Your Company) [rest of component name] (hereinafter referred to as Component), Grant No. [grant number] for support of [project].

Whereas, [Agency] (hereinafter referred to as "Contractor") has proposed a research project in collaboration with Component as detailed in the Grant Application for Grant No. [grant number].

Whereas, Contractor has skilled personnel and facilities available to undertake such a project; and

Whereas, Component desires to have Contractor work in connection with this research project; and

Whereas, Contractor and Component desire this agreement and the work to be performed under it to fully comply with all pertinent federal laws, regulations and policies.

Now, therefore, the parties agree as follows:

## **I. CONTRACTING PARTIES:**

This contract and agreement is entered into by and between Component [component address], and [agency], [agency's complete address].

## **II. STATEMENT OF SERVICES TO BE PERFORMED:**

Contractor, through its Department of [department] shall carry out those aspects of the research project involving [P.I.] as set out in the original grant. Such services shall include but not be limited to the study of [explanation of study].

## **III. PERIOD OF PERFORMANCE:**

The period of performance of this contract shall be for the period of [start date] through [end date], unless extended by mutual agreement in writing between the parties, terminated by Component as provided in section XIII or by either party prior to the scheduled termination with [#days in words] ([# days in numbers]) days written notice to the other party. It is anticipated that this contract will be extended for [extension period] additional funding periods of [# of months] months.

## **IV. CONSIDERATION:**

It is estimated that the total cost to Component including all direct and indirect costs, for the performance of work under this contract shall not exceed \$[dollar amount] and will be reimbursed in accordance with the following:

**A. DIRECT COSTS**

The Contractor will be reimbursed salaries and wages, including fringe benefits, for employees directly engaged in performing work required by this contract. These costs must be consistent with the Contractor's policy and practices as approved by the cognizant federal audit agency. Expenses for materials and services required in the performance of this contract shall be reimbursed after deducting all discounts for the purchase of same. The budget approved for the conduct of this project is detailed as follows:

|                    |    |
|--------------------|----|
| Personnel          | \$ |
| Supplies           | \$ |
| Indirect Costs (%) | \$ |
| TOTAL              | \$ |

**B. PRIOR APPROVAL FOR REBUDGETING**

Prior written approval of Component is required for incurrence of the costs itemized below. Without prior approval, incurrence of such costs by the contractor with the intent of claiming reimbursement under this contract will be at contractor's own risk.

Any second tier subcontracting arrangements to carry out the principal activities of the contract.

Purchase of office or general purpose equipment.

Payment of foreign travel expenses.

All other rebudgeting shall be in accordance with Contractor's Institutional Prior Approval System.

The Contractor shall submit monthly invoices (in duplicate) addressed to the following:

Grants Accounting  
(Your Company) [rest of component name]  
[address]  
[city], (Your State) [zip code]

Invoices shall be duly certified showing review and approval by Contractor's authorized business office.

The final invoice shall be submitted no later than 60 days after the termination of this agreement.

**C. INDIRECT COSTS**

The indirect cost rate for this contract is in accordance with the most recently negotiated indirect cost agreement between the Department of Health and Human Services and the Contractor. The amount provided for indirect costs is

restricted to stated purposes only and is considered fixed for the term of the agreement.

## **V. REPORTS:**

The Contractor shall submit to Component the following reports:

- Final technical report within 60 days of contract termination
- Reprints of publications
- Special reports as may be requested

Actual date of submission, quantity, and format will be specified by [P.I.'s name].

## **VI. ADVANCE UNDERSTANDINGS:**

Contractor, by execution of this contract, indicates its intent to fulfill and comply with the following Public Health Service requirements incorporated by reference:

The protection of human subjects

The care and use of laboratory animals

Patents and inventions

Provisions in case of student unrest

Civil rights and equal employment opportunities

Guidelines for Recombinant DNA research.

Procedures for dealing with and reporting possible misconduct in science

Anti-lobbying provisions (if over \$100,000)

Program income

Conflict of interest

## **VII. DEBARMENT & SUSPENSION:**

By execution of this contract, Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency. Should Contractor at this time during the performance of this contract become debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in Federal awards, it will immediately notify Component.

## **VIII. EQUIPMENT ACCOUNTABILITY:**

Title to all property under this contract shall reside with Contractor. Compliance with inventory and accountability requirements, as specified by the (Appropriate Party), shall be the responsibility of Contractor.

## **IX. PATENTS:**

Patents and inventions shall be treated in accordance with 37 CFR 401.14(c)(2)&(3), entitled "Patent Rights in Inventions Made with Federal Funds", which is incorporated herein by reference and made a part of this agreement.

## **X. LIABILITY:**

The Contractor shall be solely responsible for any and all third party liabilities directly attributable to its negligent actions or omissions in the performance of work under this contract.

## **XI. KEY PERSONNEL:**

The following individual is considered to be essential to the work being performed under this contract:

[P.I.'s name]

Substitutions for the individuals or substantial decreases in percent effort shall not be made without prior written approval by Component.

The program director at Component [P.I.], shall have overall responsibility for the direction of the work to be performed under this contract. The program director, however, is not authorized to amend or alter this agreement of the parties hereto. Any such Amendments or alterations must be approved by the written mutual agreement of the parties hereto.

## **XII. INSPECTION OF RECORDS:**

Contractor agrees that Component or the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of three years after final payment under Component grant with (Appropriate Party), have access to and the right to examine any directly pertinent books, documents, papers and records of the contractor involving transactions related to this contract.

## **XIII. TERMINATION:**

If at any time (Appropriate Party) grant [grant number] is terminated by the (Appropriate Party), this contract shall also be terminated upon receipt of notice to that effect from Component at least 30 days prior to the termination. The contract may also be terminated in the event of default by the contractor of its

obligation under this contract. The Contractor shall be reimbursed for uncancellable obligations properly incurred prior to the date of notice of termination.

**XIV. AUDIT REPORTS:**

The requirements of the Single Audit Act of 1984, Public Law 98-502 (s.1510 as amended), 31 USC 7501-7, and Office of Management and Budget Circular A-128 are applicable to this contract and are incorporated herein by reference. A subrecipient of \$25,000 or more of federal financial assistance in a fiscal year will be required to have an audit performed in accordance with this Act. The Contractor certifies that it has met the audit requirements of OMB Circular A-128 or equivalent Federal Financial Compliance Audit, and shall furnish a copy of such audit report to Component within 30 days of the publication of the audit report, but no later than one year after the end of the audit period. Contractor further certifies that, in instances of noncompliance with Federal laws and regulations, appropriate corrective action will be taken. Contractor agrees to notify Component of the corrective action within six months of furnishing the audit report to Component. Component may withhold final payment under this contract until all audit issues are satisfactorily resolved.

**XV. THIS AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF (Your State).**

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year first written.

(Your Company)

\_\_\_\_\_

(Your Name)

\_\_\_\_\_

(Your Title)

\_\_\_\_\_

Name

\_\_\_\_\_

Date

I have read this agreement and understand my obligation hereunder

By \_\_\_\_\_

Principal Investigator

## **MODIFICATION NO.**

This Modification is issued to the Consortium Agreement signed on [date] between The (Your Company) . at Dallas and [institution] for collaboration in a research project entitled [title of study] under a (Appropriate Agency or Company) Grant No. [number].

The purpose of this Modification is to extend the period of performance and to grant additional funds.

The following clauses are changed:

### **III. PERIOD OF PERFORMANCE:**

The period of performance of this contract shall be extended for the period of [start date], through [end date].

### **IV. CONSIDERATION:**

The total cost to (Your Company) for the period of time stated under III. above shall not exceed \$[dollar amount], including all direct and indirect costs.

#### **A. DIRECT COSTS**

The budget approved for the conduct of this project for the period of time stated under III. above, is detailed as follows:

|                    |    |
|--------------------|----|
| Personnel          | \$ |
| Supplies           | \$ |
| Indirect Costs (%) | \$ |
| TOTAL              | \$ |

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONSORTIUM AGREEMENT REMAIN IN FORCE AND ARE UNCHANGED.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the day and year first written.

(Your Company)

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(Your Name)

(Your Title)

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Date

[INSTITUTION'S NAME]

\_\_\_\_\_  
Name  
Title

\_\_\_\_\_  
Date

I have read this agreement and understand my obligation hereunder

By \_\_\_\_\_  
Principal Investigator