



SUBAWARD AGREEMENT  
TERMS AND CONDITIONS

This SUBRECIPIENT AGREEMENT is made by and between **SAM HOUSTON STATE UNIVERSITY**, a member of The Texas State University System and an agency of the State of Texas, hereinafter referred to as "**SHSU**" and **SUBRECIPIENT** (as identified in *block 2* of the cover page), hereinafter referred to as "**SUBRECIPIENT**".

SHSU has the project identified in *block 3* of the cover page. This project falls under the direction of the SHSU PI identified in *block 9* of the cover page, hereinafter referred to as "Project Director". The project is funded by Prime Award No., Prime Sponsor and CFDA No. as identified in *blocks 4 and 5* of the cover page.

SUBRECIPIENT is ready, able and willing to undertake a portion of said efforts.

NOW THEREFORE, and in consideration of the premises of the mutual covenants and promises of the parties hereinafter set forth, it is hereby agreed as follows:

1. **STATEMENT OF WORK.** SUBRECIPIENT agrees to use its reasonable best efforts to perform the research program as appended hereto and incorporated as **Appendix A**.
2. **TECHNICAL SUPERVISOR/PRINCIPAL INVESTIGATOR.** The research will be supervised by Subrecipient's PI/Project Director identified in *block 10* of the cover page as coordinated by the SHSU Project Director. If, for any reason Subrecipient's PI/Project Director is unable to continue to serve as Technical Supervisor/Principal Investigator, and a successor acceptable to both SHSU and the SUBRECIPIENT is not available, this Agreement shall be terminated as provided in Article 8.
3. **PERIOD OF PERFORMANCE.** The research shall be conducted during the period identified in *block 6* of the cover page and will be subject to extension only by mutual written agreement of the parties.
4. **PRICE AND PAYMENT.** As compensation for the performance of this Agreement, SHSU agrees to reimburse SUBRECIPIENT for actual costs incurred not to exceed the cost identified in *block 7* of the cover page.

Payments shall be made to SUBRECIPIENT upon submission of monthly invoices prepared in sufficient detail to indicate clearly the nature of all expenses. Supporting detail, including copies of receipts and time records, shall be provided for payroll, travel, consultants and equipment purchases. Invoices shall be submitted to the address identified in *block 13* of the cover page.

The final invoice must be submitted within 60 calendar days after the termination date of this Agreement and must be marked "Final" by the SUBRECIPIENT.

5. **AUDIT.** The Director of SHSU Office of Contracts and Grants and representatives of the Prime Sponsor shall have access to any pertinent book, document, papers, and records of the SUBRECIPIENT to make audits, examinations, excerpts and transcripts. All of the foregoing provisions shall apply to any lower tier subrecipient performing substantive work under this SUBRECIPIENT AGREEMENT.

The books of account, files and records of the SUBRECIPIENT which are applicable to this Agreement shall at all reasonable times be available for inspection, review and audit by the

cognizant federal audit agency of SHSU to determine the proper application and use of all funds paid to or for the account or benefit of the SUBRECIPIENT; in addition, the SUBRECIPIENT shall provide such special reports as required by SHSU to permit evaluation of progress on the subject.

SUBRECIPIENT agrees to maintain all financial records pertinent to this Agreement for a period of three (3) years from the later of final payment under any phase of this Agreement or submission of the final report to SHSU.

SUBRECIPIENT shall reimburse to SHSU a sum of money equivalent to the amount of any expenditures disallowed should the funding agency or authorized agency rule through audit exception or some other appropriate means, that the expenditures were not made in compliance with the regulations of the funding agency or the provisions of this Agreement.

6. DELIVERABLES. The deliverables required under this Agreement are identified in **Appendix A**
7. TITLE TO EQUIPMENT. SUBRECIPIENT shall retain title to all equipment purchased and/or fabricated with funds provided under this Agreement. For all non-budgeted equipment, written approval must be obtained by SHSU prior to purchasing. For equipment listed in the budget that exceeds the budgeted amount, prior written approval must be obtained by SHSU.
8. TERMINATION. Performance under this Agreement may be terminated by SHSU upon written notice. Performance may be terminated by SUBRECIPIENT if circumstances beyond its control preclude continuation of the research. Upon termination, SUBRECIPIENT will be reimbursed as specified in Article 4 for all costs and non-cancelable commitments incurred in the performance of the research, such reimbursement not to exceed the total estimated cost specified in Article 4.
9. PUBLICATIONS AND COPYRIGHTS. SHSU will be free to publish the results of research under this Agreement.
10. ASSURANCES: By acceptance of this Agreement the SUBRECIPIENT hereby certifies the following:

SUBRECIPIENT is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

SUBRECIPIENT is not delinquent on any Federal debt.

SUBRECIPIENT is in compliance with Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Public Law 100-960, Title V, Subtitle D).

To the best of SUBRECIPIENT's knowledge and belief:

- a. No Federal appropriated funds have been or will be paid, by or on behalf of the SUBRECIPIENT, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If 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 any

employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the Subcontractor shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

- c. The SUBRECIPIENT shall require the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
11. **INDEPENDENT CONTRACTOR:** For the purposes of this Agreement and all services to be provided hereunder, the parties shall be, and shall be deemed to be, independent contractors and not agents or employees of the other party. Neither party shall have authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other party, except as may be explicitly provided for herein or authorized in writing.
  12. **ADDITIONAL PROVISIONS.** This Agreement is further governed by the terms and conditions of the PRIME AGREEMENT. Said terms and conditions are incorporated by reference. Should a conflict between provisions occur, the terms of this Agreement shall take precedence over the terms and conditions of the Prime Agreement.
  13. **SEVERABILITY.** If any of the provisions of this Agreement in the application thereof to any person or circumstance, is rendered or declared illegal for any reason, or shall be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.
  14. **MISCELLANEOUS.** This Agreement constitutes the entire agreement between the parties relative to the subject matter, and may only be modified or amended by a written agreement signed by both parties. It shall be construed in accordance with the laws of the State of Texas.
  15. **DISPUTE RESOLUTION.** SUBRECIPIENT must use the dispute resolution process provided in Chapter 2260 of the Texas Government Code to attempt to resolve a dispute arising under this contract and such process is a required prerequisite to suit in accordance with Chapter 107, Texas Civil Practice and Remedies Code. SUBRECIPIENT must submit written notice of a claim of breach of contract under this chapter to Dr. Fernando Gomez, Texas State University System Vice Chancellor and General Counsel. SHSU is an agency of the State of Texas and nothing in this Agreement waives or relinquishes the right of SHSU to claim any exemptions, privileges and immunities as may be provided by law.
  16. **EXPORT ADMINISTRATION.** It is understood that SHSU is subject to United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities, and that its obligations hereunder are contingent upon compliance with the Export Administration Act of 1979, 50USC2401-2420 (as implemented by the EAR). Furthermore, it is understood that the transfer of certain technical data and commodities may require a license from one or more agencies of the United States Government.

Both SHSU and SUBRECIPIENT hereby agree and represent that the program and development contemplated hereunder, and any exchange of technical data, computer software or other commodities resulting therefrom, shall be conducted in full compliance with the export control laws of the United States.

17. ASSIGNMENT. No part of this Agreement may be assigned or subcontracted to a third party without the prior written approval of SHSU.
18. NOTICES. All notices to parties under this Agreement shall be in writing and sent to the names and addresses stated in *blocks 11 and 12* of the cover page. Either party to the Agreement may change such name and address by notice to the other in accordance herewith, and any such change shall take effect immediately upon receipt of such notice.
19. FORCE MAJEURE. Neither party shall be liable for any unforeseen event beyond its reasonable control not caused by the fault or negligence of such party, which causes such party to be unable to perform its obligations under this Agreement and which it has been unable to overcome by the exercise of due diligence. Such unforeseen events include, but are not limited to, fire, storm, flood, earthquake or other natural catastrophes, accidents, acts of civil disturbance or disobedience, war, rebellion, insurrection, labor strikes or disputes, compliance with any laws, requirements, rules, regulations, or orders of any governmental authority or instrumentality thereof, sabotage, invasion, quarantine, and embargoes, or because of any act of God.
20. NON USE OF NAMES. Neither party shall use the names of the other party, nor of any of its employees or components, nor any adaptation thereof, in any advertising, promotional or sales literature without the prior written consent obtained from the other party, as applicable in each case.

APPENDIX A  
(STATEMENT OF WORK)

FY07 Project Safe Neighborhood funds will target gun crime in the Southern District of Texas. The Gulf Coast Violent Offenders and Fugitive Task Force provides the mechanism to target and remove gun offenders and firearms from the streets by placing an emphasis on violent felony offenders whose charges are the result of gun violence.

This award will fund overtime for state and local Gulf Coast Violent Offenders and Fugitive Task Force investigators to conduct fugitive investigations which are distinguished by a gun crime nexus. Funding overtime for these investigators will allow time to be dedicated specifically to gun crimes. This will have a significant impact on crime in the community and greatly advance the PSN goals.