

AGREEMENT NUMBER 016258-

BETWEEN

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

AND

[COMPANY/UNIVERSITY NAME]

This Agreement is made and entered into by and between **The Regents of the University of California (University)**, a public institution of higher education acting for and on behalf of its Davis Campus, and **[Company/University Name] (Borlaug LEAP Recipient)**, a [non-profit educational] institution located in [city, state].

WHEREAS, University has received **Award Number 016258 (Prime Agreement)** from the International Maize and Wheat Improvement Center (CIMMYT) (**Prime Sponsor**) in support of the project entitled "Norman E. Borlaug Int'l Science and Technology Fellows: The Borlaug Leadership Enhancement in Agriculture Program (LEAP)" effective May 1, 2005;

WHEREAS, CIMMYT and University have a mutual interest in the development of an initiative to support the development of human capacity engaged in agricultural research and development in developing countries; and

WHEREAS, Both institutions wish to collaborate on a project that aims to enhance the quality of thesis research of graduate students from developing countries who show strong promise as leaders in the field of agriculture and related disciplines;

WHEREAS, Prime Agreement provides authorization and funds for Borlaug LEAP Recipient participation;

NOW THEREFORE, University and Borlaug LEAP Recipient mutually agree as follows:

- 1. Period of Performance.** The performance period of this Agreement is XXXX through XXX.
- 2. Work Plan.** Borlaug LEAP Recipient shall use its best efforts to complete the tasks identified in the Work Plan incorporated herein by reference and attached hereto as **Appendix A**. Borlaug LEAP Recipient shall furnish the personnel, materials, travel and services necessary to accomplish the objectives and requirements of this Agreement.
- 3. Reports.** All reports shall be submitted to the following contact, unless otherwise directed:

Darolyn Striley
CA&ES International Programs Office
One Shields Avenue.
Davis, CA 95616-8686
borlaugleap@ucdavis.edu; dstriley@ucdavis.edu

- A. Final Technical Report.** Borlaug LEAP Recipient shall provide University a written Final Technical Report within 45 days of termination of this agreement. The final technical report shall be in a format as required by the Prime Sponsor, and shall include, at a minimum, a summary statement of progress toward the achievement of the originally stated aims.

- B. Final Financial Report.** Borlaug LEAP Recipient shall provide University a written Final Financial Report within 45 days of termination of this agreement in a format as required by the Prime Sponsor.
- C. Technical Research Brief.** Borlaug LEAP Recipient shall provide a Technical Research Brief upon completion of the Fellow's dissertation, unless otherwise arranged.
- D.** Borlaug LEAP Recipient shall be obligated to fulfill all reporting requirements imposed by this Agreement, including those requirements imposed by University as necessary to meet the reporting requirements of USAID.

4. Allowable Cost, Compensation, Invoices.

- A.** For the performance of work specified herein, University shall pay those direct expenses, incurred by Borlaug LEAP Recipient in accordance with the attached **Subcontract Budget**, incorporated herein as **Appendix A**. The maximum allowable costs for this Agreement for the period specified in Article 3 above is **[XX Dollars (\$XX USD)]**.
- B.** The Borlaug LEAP Recipient's normal policies governing salaries, wages and fringe benefits shall apply to all Borlaug LEAP Recipient's personnel costs paid from this Agreement. Reimbursement of all **international** travel costs incurred in this agreement shall comply with the Department of State's published policies. The Borlaug LEAP Recipient's published policy on travel and travel reimbursement shall apply to all costs for **domestic** travel and transportation charged to this Agreement.
- C.** Facilities and Administration Costs are not allowable.
- D.** Cost sharing is not required. If applicable, invoices shall be subject to the leveraged funding and in-kind support outlined in the approved budget (Appendix A).
- E.** Borlaug LEAP Recipient must obtain prior written approval of University's Administrative Officer to rebudget funds prior to incurring expenditures that deviate from the approved budget.
- F.** Payment shall be on a cost reimbursement basis. Borlaug LEAP Recipient shall submit quarterly invoices for reimbursement of expenditures incurred; invoices shall provide detail commensurate with that appearing in **Appendix A**, shall be numbered sequentially, and shall reference **Agreement Number [PROJ Num - numeric code]**. Borlaug LEAP Recipient shall submit one signed original invoice and one electronic copy to:

Darolyn Striley
CA&ES International Programs Office
One Shields Avenue.
Davis, CA 95616-8686
borlaugleap@ucdavis.edu; dstriley@ucdavis.edu

- G.** Borlaug LEAP Recipient's final invoice shall be marked FINAL and submitted to University not later than forty-five (45) days after expiration or termination of this Agreement. The final invoice shall be paid upon receipt and acceptance of the Final Technical Report.

5. Key Personnel

- A.** The scope of work supported by this Agreement shall be under the general guidance and technical direction of University's Montague Demment, Principal Investigator under the

Prime Agreement.

- B. Borlaug LEAP Recipient's Principal Investigator (US Mentor) [SUB PI NAME] shall be responsible to the Borlaug LEAP Recipient's University for the proper management and conduct of the activities hereunder. Borlaug LEAP Recipient's PI may be replaced only with the approval of University. The Borlaug LEAP Fellow may not be replaced.
- C. Borlaug LEAP Recipient will notify University in writing regarding any changes to key personnel as identified in Appendix A.
- D. All communications regarding the technical, scientific and programmatic aspects of this Agreement shall be between University's Montague Demment and Borlaug LEAP Recipient's [SUB PI NAME].
- E. University's Administrative Officer responsibilities for matters of administration of the Agreement including assistance in identification and interpretation of relevant policies and provisions is:

Darolyn Striley
Student Affairs Officer
Borlaug Leadership Enhancement in Agriculture Program (LEAP)
CA&ES International Programs
Environmental Horticulture Building, Rm #1103
University of California, Davis
One Shields Avenue
Davis, CA 95616
Tel: (530) 752-0464
Fax: (530) 754-7160
BorlaugLEAP@ucdavis.edu; dstriley@ucdavis.edu

- F. Borlaug LEAP Recipient's Administrative Officer responsible for the coordination of fiscal and administrative management aspects of this Agreement is:

Name: _____

Title: _____

Address: _____

Phone: _____

FAX: _____

Email: _____

- G. Communications and correspondence regarding the fiscal and administrative aspects of this Agreement shall be between the designated Administrative Officers.

- 6. **Publications.** Fellows shall acknowledge the Borlaug Leadership Enhancement in Agriculture Program in any papers or thesis derived from their research under this agreement by including the one of the following statement in all publications:

- A. ***[STUDENT NAME] is a fellow of the Norman E. Borlaug Leadership Enhancement in Agriculture Program funded by USAID.***
- B. ***Support for this research was provided in part by the Borlaug Leadership Enhancement in Agriculture Program (LEAP) through a grant to the University of California-Davis by the United States Agency for International Development. The opinions expressed herein are those of the author(s) and do not necessarily reflect the views of USAID.***

7. Records and Audits.

- A. Borlaug LEAP Recipient shall maintain books, records, documents, and other evidence, accounting procedures, and practices, sufficient to reflect properly all direct costs of whatever nature incurred in the performance of this Agreement.
- B. All such records, as well as Borlaug LEAP Recipient's facilities utilized in the performance hereunder, shall be subject upon request at all reasonable times to inspection and audit by University.

8. Indemnification.

- A. University shall defend, indemnify and hold Borlaug LEAP Recipient and its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officers, agents, or employees.
- B. Borlaug LEAP Recipient shall defend, indemnify and hold University, its officers, employees and agents harmless from and against any and all liability, loss expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Borlaug LEAP Recipient, its officers, agents, or employees.

9. Disputes. Resolution of disputes of a technical nature shall be resolved through good faith negotiations. Any dispute arising under or related to this Agreement shall be resolved to the maximum possible extent through negotiations and settlement. Failing settlement, despite good faith efforts by both parties, any such unresolved issues shall be arbitrated in accordance with the American Arbitration Association.

10. Termination. Either party may terminate this Agreement upon thirty (30) days written notification to the other party. Under such circumstances, University shall reimburse Borlaug LEAP Recipient for non-cancelable obligations properly incurred prior to the date of notice of termination.

11. Assignment. Borlaug LEAP Recipient shall not assign or transfer any responsibilities hereunder without the prior written consent of University.

12. [DELETE IF NOT APPLICABLE] Protection of Human Subjects. If human subjects are involved in the Project, Borlaug LEAP Recipient shall conduct the activities in accordance with the Department of Health and Human Services regulations codified at 45 CFR 46 - Protection of Human Subjects. In such event, Borlaug LEAP Recipient shall provide the designated University's Administrative Officer documentation that it is operating in accord with an approved Assurance of Compliance and shall cite the Assurance identification number. Borlaug LEAP Recipient shall

ensure that all personnel participating in the Project complete the education requirement on the protection of human subjects, as prescribed by the National Institutes of Health (NIH) in NIH Notice OD-00-039, and shall provide the designated University's Administrative Officer evidence that all such personnel have completed the requisite educational training. If planned activities involving human subjects are not exempt from said DHHS regulations, Borlaug LEAP Recipient shall additionally provide certification of the review and date of approval by the Borlaug LEAP Recipient's institutional review board, or equivalent thereof, of the planned involvement of human subjects in the Project. If applicable, the study protocol will also be reviewed and approved by the Institutional Review Board at the University of California, Davis. **If applicable, insert project specific Human Subject terms and conditions here.**

13. **[DELETE IF NOT APPLICABLE] Care and Treatment Of Laboratory Animals.** Borlaug LEAP Recipient shall establish and maintain proper measures to ensure the appropriate care and use of live vertebrate animals involved in research supported by this Research Agreement, in accordance with the Animal Welfare Act as amended (7 USC 2131 et seq.) and the regulations promulgated thereunder by the Secretary of Agriculture (9 CFR, Subchapter A) pertaining to the care, handling, and treatment of warm-blooded animals held or used for research, teaching, or other activities supported by Federal funds. If Borlaug LEAP Recipient's research hereunder involves vertebrate animals, execution of this document by Borlaug LEAP Recipient's authorized official certifies that Borlaug LEAP Recipient has on file with the NIH OPRR an approved Animal Welfare Assurance. Borlaug LEAP Recipient shall submit to Grantee's Administrative Officer verification of approval by Borlaug LEAP Recipient's Institutional Animal Care and Use Committee of the planned care and use of animals in research activities to be supported hereunder.
14. **[DELETE IF NOT APPLICABLE] Recombinant DNA Research.** All Borlaug LEAP Recipient research involving recombinant DNA supported by this Research Agreement must meet the requirements of the current "NIH Guidelines for Research Involving Recombinant DNA Molecules", "The Administrative Practices Supplement", and announcements of modifications and changes to the Guidelines available from the NIH Office of Recombinant DNA Activities. Borlaug LEAP Recipient agrees to comply with and be bound by these guidelines.
15. **Non-Discrimination.** Borlaug LEAP Recipient shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, and Section 901 of Title IX of the Education Amendments of 1972, as amended. Execution of this Research Agreement by Borlaug LEAP Recipient's authorized official certifies that Borlaug LEAP Recipient has filed with the DHHS Office for Civil Rights valid Assurances of Compliance, i.e., Form HHS-441, Form HHS-641 and Form HHS639-A, respectively.
16. **Debarment and Suspension.** Subrecipient certifies by signing this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.
17. **Certification of Non-Delinquency.** Borlaug LEAP Recipient certifies in accepting this Research Agreement that it is not delinquent on any Federal debt.
18. **Certification Regarding Drug-Free Workplace Requirements.** Borlaug LEAP Recipient certifies in accepting this Research Agreement that, in compliance with the Drug-Free Workplace Act of 1988, Public Law 100-690, it will make a good faith effort to provide and maintain a drug-free environment by prohibiting illicit drugs in the workplace, providing employees with drug-free policy statement (including penalties for noncompliance), and establishing necessary awareness programs to keep employees informed about the availability of counseling, rehabilitation and related services. This is an overview of the certification only and is not intended or represented to be all inclusive. Exact wording and copies of the implementing regulatory language referenced above is available upon request.

19. **Certification Regarding Lobbying.** Borlaug LEAP Recipient certifies in accepting this Research Agreement that it is in compliance with the federal regulations as identified in 7 CFR 3018, which is available in full text upon request.
20. **[DELETE IF SUBRECIPIENT IS A GOVERNMENT ENTITY] [SOME SPONSORS MAY HAVE FLOW DOWN INSURANCE REQUIREMENTS] [If Prime does not contain any insurance requirements, still leave this insurance article in the subagreement. If the sub is a public state university, they may have State specific insurance requirements they have to follow. Most likely will not need risk management approval since Prime didn't contain any flow down insurance requirements.] Insurance.** Borlaug LEAP Recipient is required to procure and maintain the following insurance for the duration of this Agreement. In the event that Borlaug LEAP Recipient does not comply with the required insurance requirements provided herein, Borlaug LEAP Recipient does hereby irrevocably and unconditionally release, acquit and discharge University from any and all claims, actions, causes of action, rights, demands or damages of whatever nature, excluding issues of compensation, which Borlaug LEAP Recipient may have or believe to have against University.

Insurance Requirements

A. General liability:

Comprehensive or Commercial Form (Minimum Limits)
Each Occurrence \$1,000,000
Products, Completed Operations
Aggregate 5,000,000
Personal and Advertising Injury 1,000,000
General Aggregate* 5,000,000

*not applicable to comprehensive form.

However, if such insurance is written on a commercial claims made form, following termination of this agreement coverage shall survive for a period of not less than three (3) years. Coverage shall provide for a retroactive date of placement coinciding with the effective date of this agreement.

- B.** Business Automobile Liability (Minimum Limits) for owned, scheduled, non-owned or hired automobiles with combined single limit of not less than \$1,000,000 per occurrence.
- C.** Workers' Compensation as required under California State law.

Borlaug LEAP Recipient, upon execution of this agreement, shall furnish University with a certificate or certificates of insurance, signed by an authorized representative of Borlaug LEAP Recipient's insurer(s), evidencing compliance with the above requirements. It should be expressly understood, however, that the coverages and limits required above shall not in any way limit the liability of Borlaug LEAP Recipient.

Borlaug LEAP Recipient's insurance policy/policies shall be primary. This provision, however, shall only apply in proportion and to the extent of Borlaug LEAP Recipient's negligence.

The Regents of the University of California shall be added to the policy or policies (Workers' Compensation excepted) as an Additional Insured, and a Severability of Interest Clause and a Cross Liability Clause shall extend to University as an additional insured. This provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of Borlaug LEAP Recipient, its officers, agents, or employees.

The insurance coverages evidenced by the Certificate(s) of Insurance shall not be modified, changed or canceled except after thirty (30) days prior written notice has been given to University.

21. Alterations and Amendments. No alteration or amendment of this Agreement shall be valid unless made by an instrument in writing, signed by authorized representatives of Borlaug LEAP Recipient and University. No such alteration or amendment shall be construed to alter or amend any provisions of this Agreement unless expressly so stated in such written instrument.

A. A one-time no-cost extension may be granted at the discretion of the University for a period not to exceed three months. The request must be submitted in writing by the Borlaug LEAP Recipient's authorized institutional official bearing the signature of the Borlaug LEAP Recipient's Principal Investigator. The request must be received by the University no later than 60 days prior to the project end date.

22. Entire Agreement. The terms and conditions contained herein and in the following attachments constitute the entire Agreement between **The Regents of the University of California** and **[Company/University Name]**:

- Appendix A:** Scope of Work and Budget
- Appendix B:** Conditions of Training
- Appendix C:** Sample Invoice

IN WITNESS WHEREOF, the Parties have caused this contract to be effective as of the date specified in Article III above with signatory approval of their duly authorized representatives.

**THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA**

[UNIVERSITY NAME]

By: _____

By: _____

Name: Wendy Ernst

Name: _____

Title: Contracts & Grants Officer

Title: _____

Date: _____

Date: _____

EIN: _____

APPENDIX A
Scope of Work and Budget

APPENDIX B

Conditions of Training Norman E. Borlaug International Science and Technology Fellows: The Borlaug Leadership Enhancement in Agriculture Program (LEAP)

Name of Participant: _____
(FAMILY NAME, Given name, Other names)

Country: _____

If I am accepted to receive technical training under the **Norman E. Borlaug International Science and Technology Fellows: The Borlaug Leadership Enhancement in Agriculture Program (LEAP)**, I agree to adhere to my arranged program, to devote my time and attention to my studies and/or practical training, and to conform to Borlaug LEAP regulations and procedures for the duration of my studies. I understand that I must maintain student status for the duration of the fellowship, and I will return to my country without delay upon completion of my studies. I also agree to conform to all laws of the United States and/or the country of my fellowship.

Furthermore, I thoroughly understand the following policies of the Borlaug LEAP:

I. Dependents:

The Borlaug LEAP does not fund any expenses related to family members accompanying the participant and is not responsible in any way for family members.

II. Conditions for Termination of Training Programs:

Borlaug LEAP reserves the right to terminate the training program of those participants who:

- A. Change the course of study without authorization from the Borlaug LEAP Management Entity.
- B. Fail to show sufficient interest in or to pursue effectively their fellowship.
- C. Have severe mental or physical health problems.
- D. Conduct themselves in a manner prejudicial to the program or to the laws of the United States and/or country where fellowship takes place.
- E. Have in any way falsified information on the application and/or supporting documents.

III. Financial Support:

The applicant is aware that the financial support provided by the Borlaug LEAP is based upon approved budget in Appendix A.

Signature below indicates agreement to and understanding of the above conditions.

Applicant's Signature Date

Borlaug LEAP Agreement Number [PROJ Num – Numeric Code]

APPENDIX C
Sample Invoice