

MEAP Agreement

WITNESSETH THAT:

WHEREAS, UCLA has received a Grant No. 4075 from the Arcadia Charitable Trust (“Prime”) to conduct research for the project entitled “*Modern Endangered Archives Program*”; and

WHEREAS, UCLA desires to have the Subrecipient perform a certain portion of said work; and

WHEREAS, the Subrecipient has represented that it has the present ability to perform said work;

NOW THEREFORE, the parties hereto do hereby mutually agree as follows:

Article 1: Statement of Work

The Subrecipient shall procure all necessary and qualified personnel, equipment, material and facilities to accomplish the programmatic and technical activities applicable to the Subrecipient as set forth in **Attachment A**, attached hereto and incorporated by reference herein.

Article 2: Key Personnel and Performance

The Subrecipient Principal Investigator is considered key personnel and essential to the work conducted under this Agreement. The Subrecipient will make best efforts in performing the work under this Agreement and services will be rendered at a level commensurate with professional standards acceptable in the discipline and within the scope of the project.

UCLA PI: Steel, Virginia

Subrecipient PI: XYZ

Article 3: Period of Performance

The period of performance under this Agreement shall commence on **Xxx 1, 2021** and end on **September 30, 2021**. Where the Subrecipient has commenced performance of the Statement of Work prior to the execution of this subaward, and which are being performed in contemplation of the execution of this Subaward, the terms and conditions of this Subaward will apply.

Article 4: Limitation of Cost

Subject to the availability of funds from the prime sponsor, UCLA agrees to either pay or reimburse Subrecipient for allowable costs actually incurred during performance of the work under this Agreement in accordance with **Attachment A** and in an amount not to exceed. **\$xx,xxx**. Subrecipient shall not be reimbursed for costs incurred in excess of the stated maximum amount payable.

Article 5: Invoicing and Payment

Subrecipient will submit signed invoices to UCLA on a periodic basis. All invoices shall be stated in U.S. dollars and shall submit to the Departmental/Fiscal Contact in a format similar to the sample invoice appended hereto as **Attachment D**. At a minimum, invoices must include the UCLA Subaward Number **5400 G YAXXX**, the UCLA Full Accounting Unit (FAU) Number **4-605200-DL-81843-03**, identify the period for which the payment is being requested, itemize current and cumulative costs by budget category in accordance with the Subrecipient's approved budget appended hereto as **Attachment A**, and be signed by an authorized representative of the Subrecipient certifying that the expenditures claimed represent actual expenses for the work performed under this Agreement. UCLA shall reimburse Subrecipient upon receipt of an acceptable invoice. The Final Invoice and statement of costs incurred, marked "FINAL", must be submitted no later than fifteen (15) days after the expiration date or termination date. Payment for Final Invoice is based on receipt by UCLA of all digital files/survey and Final Report as outlined in **Schedule for Reporting and Funding Disbursal** in **Attachment A**.

Invoices shall be submitted as follows:

Modern Endangered Archives Program
c/o Savannah Dawson
11334 Charles E young Research Library
Los Angeles, CA 90095
meap@library.ucla.edu

Article 6: Reporting Requirements

Progress Report(s) required by this Subaward with corresponding invoice(s) are due no later than fifteen (15) days prior to the next funding increment as illustrated in the **Schedule for Reporting and Funding Disbursal** shown in **Attachment A**.

Article 7: Prior Approvals

Any changes to the Subrecipient Principal Investigator, budget or to the scope or objectives of the project requires a bilateral amendment to this agreement.

Article 8: Equipment

The only equipment authorized under this Agreement is shown in Budget & Justification as set forth in **Attachment A**, or as reasonably necessary having regard to the Statement of Work, and not exceeding the costs set forth in **Attachment A**.

Article 9: Protection of Research Subjects

If human or animal subjects are used in the conduct of the work performed under this Agreement, the Subrecipient's protocol must be approved by the Subrecipient's office for the protection of research subjects in accordance with federal regulations and submitted to UCLA's Principal Investigator for forwarding and review by UCLA's research subject protection committee.

Article 10: Administrative Requirements: This Agreement shall be administered in accordance with, and Subrecipient shall comply with the Administrative Requirements listed in **Attachment B** as applicable, which are incorporated herein by reference.

Article 11: Copyright:

The Subrecipient hereby grants the UCLA and the Prime an irrevocable, non-exclusive, worldwide, and royalty-free right and license to use, reproduce, prepare derivative works, distribute copies, and perform and display publicly any copyrighted material developed and/or delivered under this Agreement for the purpose of education or research and to authorize others to do so.

Article 12: Publication

All public announcements, news features, publications or information concerning the grant purposes will indicate the Prime's funding participation and the UCLA Library. Send a copy of any published accounts mentioning the project or the Prime to UCLA and Prime's officer.

Article 13: Independent Contractor

In the performance of this Agreement, Subrecipient shall be deemed to be an independent contractor and, as such, no employees or staff of Subrecipient assigned to perform work under this Agreement shall be entitled to any benefits applicable to employees of UCLA.

Article 14: Assignment

Subrecipient shall not assign, transfer or subcontract its rights, interest, or obligations hereunder without written consent of UCLA and modification to this Agreement. Purchase of a controlling interest in Subrecipient by a third party shall be deemed an assignment.

Article 15: Modifications

The terms and conditions of this Agreement may be changed only by mutual agreement. Said modifications shall be in the form of a duly executed amendment to this Agreement.

Article 16: Audit

All costs incurred in the performance of the work under this Agreement will be subject to audit by an authorized representative of UCLA and Subrecipient agrees to provide auditors access to records necessary to support reported costs. Should any costs incurred by Subrecipient be disallowed, Subrecipient shall reimburse UCLA for said disallowed costs.

Article 17: Record Retention

All pertinent records and books of accounts related to this Agreement shall be retained for a period of three (3) years after the expiration or termination of this Agreement. Records relating to any claim arising out of the performance of this Agreement, or costs and expenses to which exception has been taken as a result of audit and/or inspection shall be retained by the Subrecipient until such claim or audit exception has been resolved.

Article 18: Insurance

Subrecipient represents and warrants that it will maintain a policy or program of insurance or self-insurance for the Subrecipient investigator at levels sufficient to support its obligations assumed herein.

Subrecipient shall provide and maintain at its sole expense throughout the term of the Agreement self-insured General Liability Insurance. Such insurance shall be primary to and not contributing to any other insurance programs maintained by UCLA, but shall apply only in proportion to and to the extent that claims, damages, or reasonable attorneys' fees arise from the negligent acts or omissions of the Subrecipient, its officers, agents, or employees.

If Subrecipient will be performing patient care services or other services for which a state professional license is required: Insurance covering liability arising from any error, omission, negligent or wrongful act of Subrecipient, its officers or employees.

Article 19: Indemnification

Each party to this Agreement agrees that it will be responsible for its own acts and omissions and the results thereof; and shall not be responsible for the acts and omissions of the other party and the results thereof. Each party agrees that it will assume all risk and liability to itself, its agents, or its employees for any injury to persons or property resulting in any manner from conduct of its own operations and the operations of its agents or employees under this Agreement.

Article 20: Termination

- A) This Agreement may be terminated for cause by either party. In the event that Subrecipient does not perform its obligations as specified under this Agreement or commits any breach of or default in any of the terms and conditions of this Agreement and fails to remedy such non-performance, breach or default within thirty (30) days after receipt of written notice thereof, UCLA may at its option and in addition to other remedies which it may have at law or in equity, terminate this Agreement by sending notice of termination in writing to the Subrecipient. Such termination shall be effective as of the date of the Subrecipient's receipt of such notice.
- B) In the event the prime sponsor for any reason terminates its award to UCLA, then performance by Subrecipient may be terminated by UCLA at any time by written notice to Subrecipient.
- C) In the event of termination, UCLA will reimburse Subrecipient for all allowable costs incurred and uncancellable obligations made up to and including the date of termination, provided such costs do not exceed the stated maximum amount payable.

Article 21: Foreign Corrupt Practices

Subrecipient agrees to use funds in compliance with (1) the U.S. Foreign Corrupt Practices Act; (2) Subrecipient agrees that, under this Subaward, it will not offer, promise, or provide (or authorize the offer, promise, or provision of), directly or indirectly, anything of value to any government official, political party official, political candidate, or employee thereof, or to any other third party, for the purpose of obtaining or retaining business or obtaining any illegal benefit or advantage.

Article 22: Export Controls

Each Party is responsible for determining whether its performance is subject to, and in compliance with, U.S. export control laws and regulations (“U.S. Export Controls”), including but not limited to the Export Administration Regulations - EAR (Department of Commerce), the International Traffic in Arms Regulations - ITAR (Department of State), the sanctions programs embodied in regulations administered by the Department of the Treasury’s Office of Foreign Assets Control (OFAC), the U.S. anti-boycott laws and regulations (EAA) and U.S. anti-terrorism financing laws and regulations.

Article 23: Anti-terrorist Compliance

Subrecipient hereby agrees that all funds, including subawards to subrecipients if allowed, will be used in compliance with all applicable U.S. anti-terrorist financing and asset control laws, regulations, rules and executive orders.

Article 24: Disputes

In the event that a translation of this Subaward is prepared and signed by the parties, and a conflict arises between the English version and other language version, this English language version shall be the official version and shall govern and control.

The parties hereby agree that nothing in this Subaward or any of its attachments or references shall be deemed to require either Party to breach any mandatory statutory law under which each Party is operating.

All disputes under this Subaward shall be resolved and conducted, regardless of the means or authority, in the English language. The Parties shall attempt to resolve disputes through good faith negotiations. Any dispute arising under, or related to, this Subaward shall be resolved to the maximum possible extent through informal dispute resolution. Unresolved issues shall be arbitrated in accordance with the International Arbitration Rules of the American Arbitration Association.

[The remainder of this page is intentionally left blank. Signature page follows.]

In witness whereof, the parties hereto have executed this Agreement as of the day and year written.

XYZ

The Regents of the University of California

By: _____
Authorized Official

By: _____
Authorized Official

Name:

Kristin Lund

Title:

Assistant Director, Outgoing Subawards

Date: _____

Date: _____

Attachment A
Statement of Work, Budget & Justification

The personnel named in (or contemplated by) this section are not (nor will they become by reason of this Subaward) employees of UCLA.

See the following attached page(s).

Attachment B
Administrative Requirements

Arcadia Charitable Trust Grant Award No.4075, as attached following this page.

Attachment C
Contact Information

For purposes of this Agreement, the individuals identified in this **Appendix C** are the designated representatives for UCLA and Subrecipient. The UCLA and Subrecipient Administrator shall be the primary point of contact for the resolution of administrative questions.

All invoice inquiries should follow Article 5.

The Principal Investigators for the Parties shall be contacted for all technical matters which may arise throughout the term of this Agreement.

(See the following page.)

<p>UCLA Principal Investigator Virginia Steel, University Librarian UCLA Library Administration Box 951575, 11334 YRL Bldg Los Angeles, CA 90025 United States vsteel@library.ucla.edu</p>	<p>UCLA Administrator Rachel Deblinger, MEAP Director UCLA Library Administration Box 951575, 11334 YRL Bldg Los Angeles, CA 90025 United States meap@library.ucla.edu</p>
<p>UCLA Financial Contact See Article 5.</p>	

<p>Subrecipient Principal Investigator</p> <p>Name:</p> <p>Institution:</p> <p>Address:</p> <p>Phone:</p> <p>Fax:</p> <p>Email:</p>	<p>Subrecipient Administrator</p> <p>Name:</p> <p>Institution:</p> <p>Address:</p> <p>Phone:</p> <p>Fax:</p> <p>Email:</p>
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Attachment D
INVOICE FORMAT

See attached page(s).