



# Northeastern University

## *Office of Research Administration and Finance*

### FUNDING AGREEMENT

Agreement # xxxxxxxx

This Funding Agreement is entered into to specify the terms and conditions under which Northeastern University, Boston, Massachusetts (hereinafter referred to as the University) and University of Delhi (hereinafter referred to as the Recipient) will participate in the conduct of a project, entitled "Networks and Global Health: Experimental Evidence of Women's Social Networks, Reproductive Health, and Well-Being in Developing Countries" under the direction of Catalina Herrera Almanza, University Principal Investigator.

The terms of this Funding Agreement are intended to provide to the Recipient in conducting activities under the foregoing project, the maximum scientific freedom and administrative flexibility which are consistent with the overall objectives of the project. The technical progress of this research will be under the overall direction of the University Principal Investigator and will be in accordance with the approved statement of work.

Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, directors, students, or agents.

#### ARTICLE 1 – Statement of Work

The Recipient shall provide all necessary qualified personnel, equipment, material (except as otherwise may be provided herein), and facilities to accomplish the programmatic activities applicable to the Recipient as set forth in Appendix A, attached hereto and by reference incorporated herein. The work or services provided for herein shall be performed by the Recipient and no other persons or organizations shall be employed to perform such work or services without the prior written approval of the University.

#### ARTICLE 2 – Period of Performance

The period of performance is from **August 1, 2017 through July 31, 2018**. The period of performance can only be extended by modification of this Funding Agreement in writing by the University and the Recipient on mutually agreeable terms.

ARTICLE 3 – Project Director

The research program of the Recipient will be under the direction and supervision of **Dr. Praveen Kumar Pathak**. The project director may not be changed without approval by the University. Prior approval is required to continue the project during any continuous period of more than 3 months without the active direction of an approved project director or principal investigator, or substantially less effort (defined as a reduction of 25% or more in time) to the project than originally anticipated is expected by the project director or principal investigator.

ARTICLE 4 – Allowable Cost and Payment

- (a) The estimated cost of performance of this Funding Agreement during the budget period **August 1, 2017 through July 31, 2018** is **\$28,020** which may not be exceeded unless changed by written amendment to this Funding Agreement.
- (b) A budget which is agreed to by the parties to the Funding Agreement is attached as Appendix B and is hereby made a part of the Funding Agreement.
- (c) The amount authorized will cover the direct costs of the research and whatever indirect costs are allowable thereto as detailed in Appendix B budget. Actual payments will be made within the total so authorized upon receipt of invoices, not less than monthly, with a cost breakdown submitted to the University for the costs incurred. Invoices identifying the Funding Agreement number should be submitted to:

**Northeastern University**  
**Attn: Andrew Lawrence**  
**College of Social Sciences & Humanities, 420 Renaissance Park**  
**360 Huntington Avenue**  
**Boston, MA 02115-5000**

- (d) A final report of expenditures marked "final" must be submitted to the University within sixty (60) calendar days of the close of the period of performance.
- (e) The Recipient agrees that acceptance of final payment from the University hereby releases and forever discharges the University of and from all claims, demands, and liabilities whatsoever of every name and nature both at law and in equity.
- (f) Records related to any audit initiated prior to the expiration of the three year period shall be retained until the audit findings involving the records have been resolved.

ARTICLE 5 – Terms and Conditions

This Funding Agreement is based on the proposal submitted to Northeastern University and as approved by the University and is subject to terms and conditions incorporated herein either directly or by reference in the following:

1. Scope of Work, Appendix A
2. Budget, Appendix B

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ARTICLE 6 – Reporting Requirement

The Recipient will provide the University with the appropriate reports:

	<u>Quarterly</u>	<u>Semiannual</u>	<u>Annual</u>	<u>Termination</u>
Progress/Technical Reports			x	x
Final Technical Report				x
Equipment Reports			x	x
Invention Reports			x	
Animal Assurance Statements			x	

ARTICLE 7 – Termination

If the University determines that termination of this Funding Agreement is in its best interests, the University shall provide thirty (30) calendar days written notice of such termination to the Recipient and vice-versa. Upon receipt of termination notice, the Recipient may make no further commitments under the Funding Agreement and must take all reasonable actions to cancel outstanding obligations. The total cost of the Funding Agreement shall then be negotiated between the University and the Recipient.

ARTICLE 8 – Audit

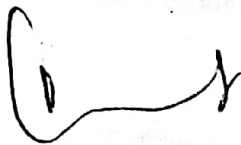
All costs incurred in the performance of the research effort will be subject to audit by an authorized representative of the University and the Recipient agrees to allow the auditor's access to records necessary to support the reported costs.

The Recipient further agrees to provide the University with copies of any of the independent auditors' reports, or a statement certifying that the required audit has been performed and that no instances of non-compliance with federal/Indian laws and Regulations which bear directly on the performance or administration of this Funding Agreement were noted. In cases of such non-compliance, Recipient will provide copies of responses to auditors' reports and plan for corrective action.

ARTICLE 9 – Equipment

Title to equipment acquired by the Recipient under this Funding Agreement shall vest in the Recipient.

For equipment purchased with Funding Agreement funds having a \$5,000 or more per unit cost, the Recipient shall submit to the University an inventory that will include a description of the property; manufacturer model number or other identification number; the source of property; name on title; acquisition date; and cost of the unit; address of use; operational condition of the property; and, disposition data, if applicable. This report will be due with the Final Progress/Technical Report.



ARTICLE 10 – Employees

The Recipient hereby acknowledges that all employees hired by it under or as a result of this Funding Agreement shall during the term of this Funding Agreement be deemed to be employees for the project period and will be contractual and project based and at no time be considered employees of the University as well as Recipient and, therefore, not entitled to any other or additional benefits(except remuneration fixed) of the University and Recipient. It is further agreed that all rights to claim relief under the said project employees, any liability insurance, workers compensation or unemployment benefits will not be entertained.

ARTICLE 11 – Publications

The Recipient project director is encouraged to publish the results of his/her research falling within the scope of this Funding Agreement, provided, however, that both publications and texts of oral presentations will be submitted to the University for information and patent review. If the publication describes a potentially patentable development, submission for publication shall be withheld only so long as is necessary to file patent applications. An acknowledgement of University support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this project in the following manner:

“This material is based on work supported by Northeastern University, entitled “**Networks and Global Health: Experimental Evidence of Women’s Social Networks, Reproductive Health, and Well-Being in Developing Countries.**”

All materials, except scientific articles or papers published in scientific journals, must also contain the following:

“Any opinions, findings, and conclusions or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the University”


Reprints should be provided to the University Principal Investigator.

ARTICLE 12 – Copyrights

Except as otherwise provided in the terms and conditions of this Funding Agreement, the author(s) is free to arrange for copyright without approval when publications or similar materials are developed from work supported in whole or in part by this Funding Agreement. Any such copyrighted materials shall be subject to a royalty-free, non-exclusive and irrevocable right to the University to reproduce, publish or otherwise use, and to authorize others to use.

ARTICLE 13 – Patents

The determination of the rights of ownership and disposition of inventions resulting from the performance of the research under this Funding Agreement shall be in accordance with Regulations issued by the Department of Commerce at 37 CFR, Part 401.

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ARTICLE 14 – Use of Name

The University agrees not to use the name/logo of the Recipient or any member of its staff in sales promotion work or advertising, or in any other form of publicity without the written permission of the Recipient's authorized Authorities/ representatives.

The Recipient agrees not to use the name of the University or any member of its staff in sales promotion work or advertising, or in any other form of publicity without the written permission of the Associate Vice Provost of Research Administration, Northeastern University, or an authorized designee.

ARTICLE 15 – Responsible Conduct of Research

By signing this Funding Agreement, the Recipient certifies that it is in compliance with Section 7009 America Creating Opportunities to meaningfully Promote Excellence in Technology, Education and Science ((COMPETES) Act 1862o-1) (42 CFR Part 93)/Indian Regulations.

ARTICLE 16 – Civil Rights and Equal Employment Opportunity

To the extent required by law, the Recipient certifies that it is in full compliance with all Federal/Indian regulations governing civil rights and equal opportunity.

ARTICLE 17 – Employment of the Handicapped

To the extent required by law the Recipient certifies that it is in full compliance with all federal/Indian Regulations governing the employment of the handicapped.

ARTICLE 18 – Sex Discrimination

To the extent required by law the Recipient certifies that it is in full compliance with all federal/Indian Regulations governing sex discrimination.


ARTICLE 19 – Age Discrimination Act of 1975

To the extent required by law the Recipient certifies that it is in full compliance with all federal/Indian Regulations governing age discrimination.

ARTICLE 20 – Debarment and Suspension

Recipient hereby represents and certifies that neither it nor its principals presently:

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ARTICLE 24 – Law

This Funding Agreement shall be governed by the laws of the State of Massachusetts.

ARTICLE 25 – Protection of Human Subjects

*Human Subjects research activity for this subproject shall not commence until the Recipient submits its IRB/Ethics Board Protocol approval to Northeastern University. Upon Northeastern University's receipt and review of the Recipient IRB/Ethics Board Protocol approval, Northeastern University will issue a modification to the subcontract agreement which authorizes the Recipient to commence of work under this subcontract agreement related to human subjects. Such modification shall be signed by both Parties.*

ARTICLE 27 – Care and Treatment of Laboratory Animals

The use of live vertebrate animals in the conduct of the research will comply with applicable portions of the Federal Animal Welfare Act (7USC 2131 DT Seq.) as amended and other Federal Statutes and Regulations Relating to Animals.

Please indicate acceptance of this Funding Agreement by having a duly authorized official sign and return this Funding Agreement.

UNIVERSITY OF DELHI/NORTHEASTERN UNIVERSITY

By प्रबलसचिव  
Registrar  
दिल्ली विश्वविद्यालय  
University of Delhi  
दिल्ली-110007 / Delhi-110007

Name M. Pathak

Title \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Dr. Praveen Kumar Pathak  
Assistant Professor  
Department of Geography  
Delhi School of Economics  
University of Delhi, Delhi-110007

Head  
Department of Geography  
University of Delhi, Delhi-7