Print Form

Letter of Understanding

This Letter of Understanding is made and entered into between Indiana University of Pennsylvania (IUP) of the Pennsylvania State System of Higher Education (hereinafter "IUP") and the following University named below (hereinafter "University"):

University: -- Select University --

LOU Tracking #: -- Assigned by Procurement --

Program Information

Name of Program:

Amount of this LOU:

University May Exceed Amount by: May NOT Exceed LOU Amount

Will Funds be paid in advance? NO

Will unexpended amounts be returned upon completion of the project? YES

Submit Invoices: Quarterly

Other: -- if you indicated "Other" in the Submit Invoices box, Describe how, here --

May line items be re-allocated per Section 3? YES

Invoices submitted AFTER THIS DATE will not be paid:

LOU Author: -- Your Name Goes Here --

LOU Effective Date:

LOU Expiration Date:

Work Statement

○ Attachments

◉ No Attachments

List Attachments:

-- Describe the deliverables and expectations of both parties in this Work Statement area. If insufficient space, include attachments, indicate the presence of attachments by clicking the "Attachments" radio button, above, and list the names of the attachments in the "List Attachments" area above. Intellectual property provisions to be included as part of the Letter of Understanding, require the attachment of the provisions and approvals as defined by Academic Affairs.

IUP Funding

◉ Cost Center

IUP CC Number:

Internal PO#: -- Assigned by Procurement --

○ Grant

IUP Grant WBS Number:

Grant Funding Announcement #:

Grant Funding Announcement Date:

Grant Funding Award #:

Grant Funding Award Date:

Source of Grant Funds:

If "Other" -- Describe the "Other" Source of the Grant Funds --

University Accounting Instructions

LOU Tracking #: -- Assigned by Procurement --

Universities should record as "Minor Object": Minor Object _____ --Unrestricted Funds--

Budget Information

Provide additional budget detail, as necessary, in the Work Statement.

Salary/Wages:

Associated Benefits (Social Security, Retirement, etc.):

Select:

University will be reimbursed for employee salary and benefits:

Employee will receive additional compensation via payroll

University will be reimbursed for faculty release time

Operating Expenditures (In accordance with IUP and PASSHE policy/procedure):

Travel:

Supplies:

Other (list): -- List "Other" Expenditures in this box. --

Note: All Capital purchases become the property of the University

Capital Expenditures: -- List Capital Expenditures in this box. --

Total Expenditures:

Signatures

IUP

University: -- Select University --

Cost Center Manager — Date	Project Director — Date
Project Director (Optional) — Date	VP Administration & Finance (or Delegate) — Date
Director of Procurement Services — Date	Controller — Date
Associate VP of Finance (or Delegate) — Date	Grant Officer (if applicable) — Date
University Legal Counsel — Date	Other Signature Title: — Date

TERMS & CONDITIONS

Section 1: Term. Both parties agree that all services/deliverables will be performed/provided as specified in this LOU beginning immediately upon the signing by all parties of this LOU. Either party may terminate this LOU for its convenience upon thirty (30) days' written notice to the other party. This LOU will be considered mutually concluded after all specified services/deliverables have been provided or the expiration date has been reached.

Section 2: Invoicing/Billing. If applicable, the University shall submit itemized invoices outlining services/deliverables satisfactorily completed. Invoices must include only amounts due under this LOU referencing specific sections of the Work Statement and/or Budget and must reference the LOU number listed herein. Approved invoices will be paid within 30 days of receipt.

Section 3: Budget. Both parties have the option to reallocate funding among or within budget categories and line items, provided the total budget is not exceeded by the amount previously authorized and the funding agency allows for such reallocations. The University may exceed expenditures in individual budget line items by 10% without notice or approval if the change does not cause an increase greater than that otherwise expressly allowed by this LOU. Any notices or requests for adjustments to the period of completion, budget revisions in excess of 10% of a line item, or changes in personnel or report deadlines must be submitted in writing at least 10 days in advance.

Section 4: Supplemental Understanding for Grants (if applicable). With approval, costs incurred within 90 days prior to the effective date of this agreement are eligible for reimbursement. The University shall comply with all applicable laws, regulations and grant guidelines, including the funding announcement and the funding award requirements. All employee compensation will be provided in conformance with collective bargaining agreements, the Fair Labor Standards Act and OMB Circular A-21. The University shall acknowledge the support from this grant in any publicity or publications about this project. The University shall provide IUP with data required to fulfill grant reporting requirements, including aggregate demographics of project participants, and other such data as reasonably available.

Section 5: Non-Exclusivity. Both parties may enter into similar agreements or understandings with other Commonwealth agencies and with private entities, and may purchase similar services from other providers during the term of this LOU.

Section 6: Claims and Notices. If work as outlined in the Attachments is not performed satisfactorily, claims and notices must be made within sixty (60) days, and both parties must be provided with reasonable opportunity to address outstanding issues.

Section 7: Dispute Settlement. Any disagreements arising from the interpretation, execution, or performance of this LOU will be referred to the Office of the Chancellor, Pennsylvania State System of Higher Education, for resolution.

Section 8: Amendments and Change Orders. Any changes, corrections, or additions to this LOU shall be in writing in the form of a supplemental agreement signed by all parties above and setting forth therein the proposed change, correction, or addition.

Section 9: No Legal Effect. This LOU is not intended to, and does not create any contractual rights and obligations with respect to signatory agencies or any other parties. This LOU may be terminated by either party if any of its provisions is defaulted upon or either party fails to complete the work in a timely manner.