AFRICA CENTRE OF EXCELLENCE FOR NEGLECTED TROPICAL DISEASES AND FORENSIC BIOTECHNOLOGY (ACENTDFB)
Ahmadu Bello University, Zaria, Nigeria

SUB-CONTRACTING (SUB-AWARD) POLICY

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1.0 POLICY STATEMENT

The Africa Centre of Excellence for Neglected Tropical Diseases and Forensic Biotechnology (ACENTDFB), Ahmadu Bello University, Zaria, shall ensure that all sub-contracting arrangements undertaken in the implementation of its research projects, institutional programmes, laboratory services, consultancy assignments, capacity-building activities, infrastructure development, and externally funded grants are conducted in a transparent, competitive, accountable, cost-effective, and legally compliant manner.

ACENTDFB recognizes sub-contracting as an important mechanism for accessing specialized technical expertise, professional services, research capabilities, laboratory support, and implementation capacity that may not be available within the Centre or that may be more efficiently provided by qualified external organizations or individuals.

However, sub-contracting shall not be used to circumvent procurement requirements, transfer institutional responsibilities improperly, conceal expenditure, create conflicts of interest, or compromise the quality, integrity, confidentiality, or accountability of research and institutional activities.

All sub-contracting shall be consistent with:

- ✓ The applicable financial, procurement, administrative, and contractual regulations of Ahmadu Bello University.
- ✓ The approved ACENTDFB financial management, procurement, and operational policies.
- ✓ The approved budget and implementation arrangements of the relevant project or programme.
- ✓ Applicable Nigerian laws, regulations, and tax requirements.
- ✓ The terms and conditions of grants, donor agreements, and other funding instruments.
- ✓ Relevant ethical, biosafety, laboratory quality, data protection, and research integrity requirements.

No sub-contract shall be awarded or implemented without appropriate authorization, an approved scope of work, an identified funding source, and a

written agreement executed by an authorized representative of ACENTDFB or Ahmadu Bello University, as applicable.

2.0 PURPOSE

This policy establishes a formal framework for the planning, approval, procurement, award, management, monitoring, payment, and close-out of sub-contracts within ACENTDFB.

The objectives are to:

- Establish clear institutional procedures for sub-contracting.
- Define the responsibilities of ACENTDFB management, project investigators, finance, procurement, and sub-contractors.
- Ensure that sub-contractors are selected based on competence, integrity, technical capacity, and value for money.
- Protect ACENTDFB and Ahmadu Bello University from financial, legal, operational, reputational, and research-related risks.
- Ensure compliance with donor requirements and approved project budgets.
- Promote fair competition and prevent conflicts of interest, fraud, favoritism, and unauthorized commitments.
- Establish appropriate procedures for contract performance monitoring, verification, payment, and reporting.
- Protect research data, intellectual property, confidential information, biological materials, and institutional assets.
- Ensure that sub-contracting arrangements contribute to the timely and effective achievement of ACENTDFB's institutional and project objectives.

3.0 SCOPE OF APPLICATION

3.1 Institutional coverage

This policy applies to all ACENTDFB activities financed through:

- Ahmadu Bello University institutional allocations.
- Federal and State Government funding.
- World Bank and other development partner programmes.
- Global Fund-supported programmes, including international health programmes.
- Research grants and competitive funding awards.
- Private foundations and corporate research sponsorships.
- Consultancy and service contracts.
- Internally generated revenue.
- Any other approved institutional or project funding source.

3.2 Persons and units covered

The policy applies to:

- Centre Leader/Director.
- Deputy Directors
- Principal Investigators (PIs) and Co-Principal Investigators.
- Project Coordinators and Programme Managers.
- Centre Administration.
- Finance and Accounts personnel.
- Procurement personnel.
- Laboratory and technical unit heads.
- Research staff and other personnel initiating or managing sub-contracts.

- External organizations, institutions, consultants, and individuals engaged as sub-contractors.

3.3 Activities covered

Sub-contracting may include:

- Specialized laboratory testing and diagnostic services.
- Field surveillance and epidemiological investigations.
- Clinical trials and drug validation studies
- Sample collection, transportation, processing, and analysis.
- Data management, software development, and information technology services.
- Research consultancy and technical assistance.
- Training, workshops, and professional capacity development.
- Equipment installation, maintenance, calibration, and servicing.
- Construction, renovation, and infrastructure-related services.
- Specialized scientific, forensic, and biotechnology services.
- Printing, publication, translation, and scientific communication.
- Other approved technical or professional services.

3.4 Exclusions

This policy does not replace or supersede:

- ABU's applicable procurement regulations.
- ABU employment and human resource policies.
- Grant-specific procurement and sub-award requirements.
- Applicable University rules governing consultancy and institutional revenue.
- Separate policies governing scholarships, staff recruitment, student stipends, travel allowances, or routine staff remuneration.

Where a proposed arrangement is more appropriately classified as a grant sub-award, institutional partnership, consultancy, employment, or ordinary procurement contract, the relevant institutional procedure shall apply.

The classification shall be determined by the substance of the arrangement rather than the title assigned to it.

4.0 DEFINITIONS

Term	Definition
ACENTDFB	Africa Centre of Excellence for Neglected Tropical Diseases and Forensic Biotechnology, Ahmadu Bello University, Zaria.
Sub-contract	A formal agreement under which ACENTDFB engages an external organization or individual to perform a defined portion of an approved project, programme, service, or institutional activity.
Sub-contractor	An external institution, company, organization, consultant, professional, or individual engaged to undertake specified work under a sub-contract.
Principal Investigator	The individual responsible for the scientific and technical leadership and implementation of an approved research project or grant.
Project Sponsor	The donor, funding agency, government institution, or other entity providing financial support for the project.

Contracting Authority	The person or institutional authority legally empowered to approve and execute the sub-contract on behalf of ABU or ACENTDFB.
Scope of Work	A written description of the activities, outputs, deliverables, performance standards, timelines, and responsibilities of the sub-contractor.
Sub-award	A funding arrangement under which a recipient transfers part of a grant to another eligible organization to carry out an agreed portion of the funded programme, subject to donor and institutional requirements.
Procurement	The formal process of obtaining goods, works, or services in accordance with applicable institutional rules.
Conflict of Interest	A situation in which personal, financial, professional, family, or institutional interests may improperly influence, or appear to influence, a procurement or contract decision.
Value for Money	The optimum combination of cost, quality, technical suitability, reliability, and expected results.
Variation	An approved change to the scope, price, duration, deliverables, or other terms of an existing sub-contract.

5.0 GUIDING PRINCIPLES

All sub-contracting activities shall be governed by the following principles.

- **Transparency:** Sub-contracting decisions shall be documented, justified, and open to appropriate institutional review and audit.
- **Competition and fairness:** Qualified sub-contractors shall be given fair opportunities to compete, subject to applicable procurement requirements.
- **Value for money:** ACENTDFB shall assess the total value of the proposed service, including quality, technical competence, reliability, delivery timelines, and cost.
- The lowest price shall not automatically determine the award where technical quality, research integrity, safety, or performance requirements are not satisfied.
- **Accountability:** Every sub-contract shall have an identified responsible officer, an approved budget, defined deliverables, and a documented performance-monitoring arrangement.
- **Integrity and independence:** Personnel involved in sub-contracting shall disclose conflicts of interest and shall not participate in decisions where their impartiality may reasonably be compromised.
- **Compliance:** sub-contracting arrangements shall comply with relevant University rules, donor agreements, applicable laws, and the conditions of the funding source.
- **Confidentiality and research integrity:** Sub-contractors shall protect confidential information, research data, biological materials, intellectual property, and sensitive institutional information.
- **Proportionality:** The level of documentation, review, and approval shall be proportionate to the financial value, technical complexity, risk, and donor requirements of the sub-contract.

6.0 ELIGIBILITY AND QUALIFICATION OF SUB-CONTRACTORS

6.1 General eligibility

A prospective sub-contractor shall demonstrate that it possesses the necessary legal status, technical competence, financial capacity, professional qualifications, and operational resources to perform the proposed assignment.

ACENTDFB shall undertake appropriate due diligence before awarding a sub-contract.

6.2 Institutional sub-contractors

Where the sub-contractor is an organization, the following documentation shall ordinarily be required:

- Certificate of registration or incorporation, where applicable.
- Evidence of legal identity and operating status.
- Tax Identification Number (TIN) and applicable tax documentation.
- Relevant professional licenses, permits, or accreditation.
- Organizational profile and evidence of experience.
- Names and qualifications of key technical personnel.
- Evidence of relevant equipment, facilities, or technical capabilities.
- Financial and banking information required for payment.
- References from previous clients or funding agencies.
- Conflict-of-interest declaration.
- Disclosure of any suspension, debarment, litigation, or material compliance issue relevant to the assignment.
- Any additional documentation required by ABU, the donor, or applicable law.

Requirements shall be proportionate to the nature and value of the contract.

6.3 Individual consultants and specialist sub-contractors

Individual sub-contractors shall provide, as applicable:

- Curriculum vitae.
- Relevant academic and professional qualifications.
- Evidence of experience.
- Professional registration or certification where required.
- Tax identification information.
- Conflict-of-interest declaration.
- Bank details for payment.
- References or evidence of previous assignments.

6.4 Technical qualification

For scientific, laboratory, diagnostic, and research assignments, ACENTDFB shall assess whether the sub-contractor has:

- Appropriate scientific or professional expertise.
- Relevant laboratory or field experience.
- Qualified technical personnel.
- Adequate equipment and infrastructure.
- Appropriate quality assurance procedures.
- Relevant accreditation or certification, where required.
- Capacity to meet agreed reporting and delivery timelines.
- Appropriate biosafety, biosecurity, and ethical procedures.

For laboratory services, the assessment may include ISO 15189 accreditation or other relevant quality standards, where applicable to the nature of the assignment.

6.5 Exclusion criteria

A prospective sub-contractor may be excluded where it:

- Provides materially false or misleading information.
- Cannot demonstrate the required technical capacity.
- Has an unresolved conflict of interest that cannot be adequately managed.
- Is subject to applicable debarment or suspension.
- Has a record of serious fraud, corruption, research misconduct, or contractual failure relevant to the assignment.
- Refuses to comply with applicable donor, University, or ACENTDFB requirements.
- Cannot demonstrate the ability to protect confidential information or research materials.
- Is otherwise legally or institutionally ineligible.

Exclusion decisions shall be documented and based on relevant evidence.

7.0 TYPES OF SUB-CONTRACTING

ACENTDFB shall recognize the following categories of sub-contracting.

7.1 Technical and scientific sub-contracting

Engagement of external specialists, institutions, or laboratories to undertake specific technical or scientific activities.

Examples include:

- Molecular characterization of NTD pathogens.
- Sequencing and metagenomic analysis.
- Bioinformatics and computational analysis.
- Specialized entomological identification.
- Epidemiological surveys.
- Advanced diagnostic testing.
- Specialized forensic biotechnology services.

7.2 Research implementation sub-contracting

Engagement of external institutions or organizations to implement defined components of a research project.

Examples include:

- Field-based data collection.
- Community-based surveillance.
- Sample collection and transportation.
- Research site coordination.
- Specialized monitoring and evaluation.
- Independent validation of research outputs.

7.3 Professional consultancy sub-contracting

Engagement of consultants to provide defined professional services, including:

- Scientific advisory services.
- Grant development and technical review.
- Research protocol development.
- Institutional policy development.
- Laboratory quality management.

- Monitoring and evaluation.
- Training and capacity development.

7.4 Operational and administrative sub-contracting

Engagement of external providers for approved operational services, including:

- Equipment maintenance.
- Calibration and servicing.
- Software development.
- Information technology support.
- Printing and publication.
- Translation and specialized documentation.
- Approved logistics and technical support.

7.5 Infrastructure and facility-related sub-contracting

Engagement of qualified contractors for:

- Laboratory renovation.
- Equipment installation.
- Electrical and mechanical works.
- Specialized laboratory infrastructure.
- Facility maintenance.
- Other approved construction or infrastructure-related activities.

These contracts shall be governed by the applicable ABU procurement, works, and engineering procedures.

7.6 Grant-funded sub-awards

Where a sub-contract involves transferring part of a grant to another institution to implement a substantive programme component, ACENTDFB shall determine whether the arrangement constitutes a grant sub-award.

Such arrangements shall require:

- Specific donor authorization where applicable.
- Institutional approval.
- Due diligence of the recipient institution.
- A written sub-award agreement.
- Financial and technical reporting requirements.
- Appropriate monitoring and audit provisions.

A grant sub-award shall not be treated as an ordinary service procurement merely to avoid applicable donor requirements.

8.0 CONDITIONS FOR INITIATING A SUB-CONTRACT

A sub-contract may be initiated only when the following conditions have been satisfied:

- The proposed activity is necessary for the implementation of an approved institutional or project objective.
- The activity is included in the approved project work plan or has received appropriate approval as a variation.
- The required funds are available within the approved budget.
- The proposed activity is not already adequately covered by existing ACENTDFB or ABU capacity.
- The proposed arrangement is permitted under the applicable grant or funding agreement.
- The sub-contractor has the necessary technical competence.
- The proposed procurement or selection method is appropriate.
- The relevant approval authority has authorized the engagement.

- The arrangement does not improperly duplicate existing services or expenditure.
- The sub-contract can be adequately monitored and its deliverables verified.

8.1 Justification for sub-contracting

The initiating officer shall prepare a written justification demonstrating:

- The purpose of the sub-contract.
- The institutional or project need.
- Why the work cannot reasonably be performed internally or why external performance offers a justified advantage.
- The expected technical outputs.
- The estimated cost.
- The proposed selection method.
- The expected implementation period.
- The risks associated with the assignment.
- The proposed monitoring arrangements.

The justification shall be reviewed by the PI or relevant unit head and submitted through the appropriate administrative and procurement channels.

9.0 SUB-CONTRACTING APPROVAL AND GOVERNANCE

9.1 General approval requirements

All sub-contracts shall be approved in accordance with the applicable ACENTDFB/ABU procurement and financial approval framework. ACENTDFB shall not establish independent financial thresholds that conflict with University regulations.

Where ABU has prescribed procurement thresholds, approval limits, procurement methods, or designated authorities, those requirements shall take precedence.

9.2 Institutional approval responsibilities

The units and corresponding responsibilities regarding sub-contract approval isw enunciated in the below.

- **Principal Investigator**: Initiates the request, justifies the scientific need, prepares the technical scope, and confirms deliverables
- **Unit Head:** Reviews the necessity, technical suitability, and operational implications of the request
- **Procurement Unit**: Determines the applicable procurement process and manages the procurement documentation
- **Finance Unit**: Confirms budget availability, funding eligibility, financial compliance, and payment requirements
- **Centre Administration**: Coordinates documentation, routing, records, and administrative review
- **Centre Leader/Director**: Provides approval within delegated authority and recommends or submits matters requiring higher approval
- **ABU Procurement/Financial Authority**: Approves or executes the arrangement in accordance with applicable University regulations and delegated powers.
- **Donor/Funding** A**gency**: Provides prior approval or no-objection where required by the grant agreement

9.3 Segregation of duties

The following responsibilities shall be separated to the extent practicable:

- Requesting a sub-contract.
- Selecting and evaluating the sub-contractor.
- Approving the procurement.
- Executing the contract.
- Certifying performance.
- Authorizing payment.
- Processing payment.
- Conducting audit or independent review.

No individual shall exercise incompatible responsibilities in a manner that compromises accountability.

Where staffing limitations make full segregation impracticable, the Centre Director shall establish compensating controls, including independent review and documented approval.

9.4 Prohibition of unauthorized commitments

No staff member, PI, project officer, or unit head shall:

- Promise a contract to a prospective sub-contractor without authorization.
- Sign a sub-contract outside delegated authority.
- Direct a sub-contractor to begin work before execution of the contract.
- Commit ACENTDFB or ABU funds without appropriate approval.
- Represent that donor approval has been obtained when it has not.

Unauthorized commitments shall be reported promptly to the Centre Director and relevant ABU authorities for appropriate action.

10.0 PROCUREMENT AND SELECTION PROCEDURES

10.1 General requirements

Sub-contractors shall be selected through a procurement process consistent with:

- Applicable ABU procurement regulations.
- Approved ACENTDFB procurement procedures.
- Donor procurement rules.
- The nature and value of the assignment.
- The urgency and technical complexity of the requirement.

The procurement method shall be determined before solicitation.

10.2 Competitive selection

Competitive procurement shall be the preferred method where:

- More than one qualified provider is available.
- Competition is feasible.
- The assignment permits sufficient time for solicitation.

The process may involve:

- Request for quotations.
- Request for proposals.
- Invitation to tender.
- Competitive consultancy selection.
- Other approved competitive methods.

The applicable method and number of quotations or proposals shall follow the relevant ACENTDFB/ABU procurement threshold and donor requirements.

10.3 Procurement documentation

The procurement file shall contain, as applicable:

- Approved requisition.

- Sub-contracting justification.
- Approved scope of work.
- Cost estimate and budget confirmation.
- Procurement method and justification.
- Solicitation documents.
- Invitations issued.
- Quotations or proposals received.
- Technical evaluation.
- Financial evaluation.
- Evaluation committee records.
- Conflict-of-interest declarations.
- Due diligence documentation.
- Approval records.
- Contract or agreement.
- Performance reports.
- Payment records.
- Contract close-out documentation.

10.4 Evaluation criteria

Sub-contractors shall be evaluated against criteria appropriate to the assignment.

Typical criteria include:

- Technical competence
- Experience
- Quality assurance
- Cost
- Delivery capacity
- Personnel
- Compliance
- Risk
- Sustainability

Evaluation criteria shall be established before proposals are assessed.

10.5 Technical and financial evaluation

Where a technical and financial evaluation is required:

- Technical proposals shall be assessed against the approved criteria.
- Financial proposals shall be evaluated in accordance with the prescribed procurement method.
- The evaluation shall consider cost, quality, suitability, and value for money.
- The recommended sub-contractor shall be the one that satisfies the applicable selection requirements.
- The evaluation shall be documented and approved.

10.6 Single-source or direct selection

Single-source selection may be permitted only where justified and authorized under applicable ACENTDFB/ABU or donor rules.

Possible circumstances include:

- A demonstrably unique technical capability.
- Compatibility with existing specialized equipment or systems.
- Continuation of a justified assignment where changing providers would create material technical or operational risks.
- An emergency requiring immediate action.

- A donor-approved arrangement.
- Other circumstances expressly permitted by applicable procurement rules.

A single-source request shall include:

- A written justification.
- Evidence of the provider's unique capability or the circumstances supporting direct selection.
- A reasonable cost assessment.
- Confirmation of budget availability.
- Disclosure of any conflict of interest.
- Required institutional and donor approvals.

Urgency created by poor planning, convenience, personal preference, or a desire to avoid competition shall not constitute sufficient justification for single-source selection.

10.7 Emergency sub-contracting

Emergency sub-contracting may be considered where an immediate response is necessary to protect:

- Human health or safety.
- Research participants.
- Laboratory infrastructure.
- Biological materials.
- Critical research operations.
- Institutional assets.
- Time-sensitive project deliverables.
- Emergency procurement shall remain subject to applicable ABU rules.

Where emergency procedures permit, the Centre Director or designated authority shall document:

- The nature of the emergency.
- The reason normal procedures could not be followed.
- The selected provider.
- The cost and scope.
- The approval obtained.
- The steps taken to maintain accountability.

Retrospective approval shall not be used as a routine substitute for prior authorization.

11.0 SUB-CONTRACT AGREEMENT REQUIREMENTS

11.1 Written agreement

Every approved sub-contract shall be governed by a written agreement signed by the authorized representatives of ACENTDFB/ABU and the sub-contractor. The agreement shall be executed before the commencement of work, except where an applicable emergency procedure expressly permits otherwise.

11.2 Mandatory contract provisions

The sub-contract shall include, as appropriate:

- Names and legal identities of the contracting parties.
- Contract reference number.
- Project title and funding source.
- Purpose and background.
- Scope of work.
- Deliverables and performance indicators.

- Implementation schedule.
- Contract price and currency.
- Payment milestones.
- Budget breakdown where applicable.
- Reporting requirements.
- Responsibilities of each party.
- Quality assurance requirements.
- Confidentiality provisions.
- Data protection and research data ownership.
- Intellectual property rights.
- Ethical and regulatory compliance.
- Biosafety and biosecurity provisions, where relevant.
- Conflict-of-interest requirements.
- Tax and statutory obligations.
- Audit and access to records.
- Contract variation procedures.
- Termination provisions.
- Dispute resolution.
- Applicable law.
- Signatures and execution date.

11.3 Scope of work

The scope of work shall clearly specify:

- The activities to be performed.
- The expected outputs.
- The required quality standards.
- The delivery schedule.
- The reporting format.
- The acceptance criteria.
- The responsibilities of ACENTDFB and the sub-contractor.
- Any required institutional approvals.

Vague descriptions such as "research support," "laboratory services," or "consultancy" shall not be sufficient without further specification.

11.4 Performance standards

The agreement shall establish key performance indicators (KPI) appropriate to the assignment such as:

- Number of samples processed.
- Number of study sites covered.
- Number of training sessions delivered.
- Number of datasets submitted.
- Required diagnostic or analytical outputs.
- Required report submissions.
- Equipment installation and commissioning.
- Completion of specified milestones.

For research and laboratory assignments, quality acceptance shall be based on agreed scientific and technical criteria.

11.5 Payment terms

Payments shall be linked to:

- Verified performance.
- Accepted deliverables.

- Approved invoices.
- Available project funds.
- Applicable institutional financial procedures.
- Donor payment requirements.

The agreement shall specify:

- Contract price.
- Payment schedule.
- Required supporting documents.
- Applicable deductions.
- Treatment of advance payments.
- Payment currency.
- Conditions for final payment.

Advance payments shall only be permitted where justified, authorized, and adequately controlled under applicable institutional and donor rules.

11.6 Tax obligations

The sub-contractor shall comply with applicable Nigerian tax requirements.

ACENTDFB/ABU shall apply the relevant tax deductions, withholding obligations, and remittance procedures in accordance with applicable law and institutional financial procedures.

The contract shall clarify the treatment of taxes and statutory deductions.

12.0 MANAGEMENT OF GRANT-FUNDED SUB-CONTRACTS

12.1 Donor compliance

Where a sub-contract is financed by an external grant, the PI and Finance Unit shall verify that:

- The activity is eligible under the grant.
- The sub-contract is within the approved budget.
- The procurement method complies with the donor's requirements.
- The donor's prior approval or no-objection has been obtained where required.
- The arrangement does not conflict with the grant agreement.
- The expenditure can be properly reported and audited.

12.2 Budget allocation

The project budget shall identify the approved sub-contract expenditure.

The allocation shall specify, as appropriate:

- Sub-contract amount.
- Funding source.
- Budget line.
- Project period.
- Expected deliverables.
- Any applicable indirect costs.
- Reporting and monitoring costs.

The PI shall not transfer funds between budget categories without the required approval.

12.3 Financial reporting

Sub-contractors shall submit financial reports where required by the agreement.

Reports may include:

- Expenditure statements.
- Invoices.
- Receipts or supporting documents.
- Personnel or activity costs.

- Budget utilization.
- Explanation of variances.
- Financial reconciliation.

Where the arrangement is a grant sub-award, ACENTDFB shall establish appropriate financial reporting and monitoring requirements proportionate to the risk and funding conditions.

12.4 Unspent funds

At the end of the sub-contract:

- Unspent funds shall be identified.
- Outstanding obligations shall be reconciled.
- Refunds shall be made where required by the agreement.
- Unspent funds shall not be retained or repurposed without authorization.
- Any approved carry-forward or budget reallocation shall follow institutional and donor requirements.

12.5 Donor audit rights

The sub-contract shall permit the relevant donor, ABU, ACENTDFB, and authorized auditors to access records relating to the funded activity, subject to applicable legal, confidentiality, and ethical safeguards.

13.0 SUB-CONTRACTS INVOLVING RESEARCH, LABORATORY SERVICES, AND BIOLOGICAL MATERIALS

Because ACENTDFB undertakes research in neglected tropical diseases, forensic biotechnology, molecular diagnostics, entomology, and public health, additional safeguards shall apply to relevant sub-contracts.

13.1 Research ethics

Where the assignment involves human participants, human biological specimens, identifiable personal information, or animal research, the sub-contractor shall comply with:

- Applicable ethical approval requirements.
- Approved research protocols.
- Informed consent requirements, where applicable.
- Relevant ABU research ethics procedures.
- Applicable national and donor requirements.

No sub-contractor shall commence regulated research activities before the required approvals are obtained.

13.2 Laboratory quality assurance

Where laboratory services are sub-contracted, the agreement shall specify:

- Sample acceptance criteria.
- Sample identification and tracking.
- Testing methodology.
- Quality control procedures.
- Laboratory reporting requirements.
- Result validation.
- Sample storage.
- Sample disposal.
- Incident reporting.
- Turnaround times.
- Procedures for handling invalid or inconclusive results.

13.3 Biological materials

The transfer, receipt, storage, use, and disposal of biological materials shall be subject to appropriate:

- Institutional authorization.
- Biosafety and biosecurity procedures.
- Ethical approvals, where applicable.
- Material transfer agreements.
- Import or export permits, where required.
- Transport and packaging requirements.
- Chain-of-custody documentation.
- Recordkeeping.

Biological materials shall not be transferred to a sub-contractor for unauthorized use, secondary research, commercial exploitation, or onward transfer.

13.4 Research data and confidentiality

The sub-contractor shall:

- Use research data only for the authorized purpose.
- Maintain appropriate data security.
- Restrict access to authorized personnel.
- Protect confidential information.
- Report data breaches promptly.
- Avoid unauthorized disclosure.
- Return or securely dispose of data as required by the agreement.

Where identifiable personal data are involved, the parties shall comply with applicable Nigerian data protection requirements.

13.5 Intellectual property

The agreement shall specify ownership and permitted use of:

- Research outputs.
- Laboratory results.
- Data.
- Software.
- Reports.
- Inventions.
- Biological materials.
- Publications.
- Pre-existing intellectual property.

The terms shall be consistent with ABU policy and the relevant funding agreement.

No sub-contractor shall publish, commercialize, disclose, or transfer ACENTDFB-funded outputs without the required authorization.

13.6 Publication and acknowledgement

Publication arrangements shall be agreed before work begins.

The agreement shall address:

- Authorship criteria.
- Institutional affiliation.
- Acknowledgement of funding.
- Review of manuscripts.
- Confidentiality.
- Protection of patentable intellectual property.
- Donor publication requirements.

Authorship shall be based on recognized scholarly contribution and applicable research integrity standards.

14.0 PERFORMANCE MONITORING AND CONTRACT MANAGEMENT

14.1 Contract manager

Each sub-contract shall have a designated contract manager.

The contract manager shall ordinarily be:

- The PI;
- A project coordinator;
- A technical unit head; or
- Another officer formally designated by ACENTDFB.

The designation shall be documented.

14.2 Responsibilities of the contract manager

The contract manager shall:

- Monitor implementation against the approved scope.
- Maintain communication with the sub-contractor.
- Review progress reports.
- Verify deliverables.
- Document performance issues.
- Recommend corrective actions.
- Confirm completion of milestones.
- Certify satisfactory performance for payment processing.
- Maintain contract records.
- Submit a final performance report.

14.3 Monitoring arrangements

Monitoring shall be proportionate to the size, complexity, and risk of the assignment.

It may include:

- Review of progress reports.
- Technical meetings.
- Site visits.
- Laboratory inspections.
- Review of datasets.
- Verification of outputs.
- Independent quality assessment.
- Financial review.
- Stakeholder feedback.

14.4 Performance indicators

Each sub-contract shall establish appropriate key performance indicators such as:

- Timeliness
- Technical quality
- Completeness
- Financial compliance
- Reporting
- Compliance
- Responsiveness

14.5 Performance review

The contract manager shall conduct a documented review at appropriate intervals. Where deficiencies are identified, the sub-contractor shall be notified and given an opportunity to address them within a reasonable period, unless the nature of the breach requires immediate action.

15.0 PAYMENT AND FINANCIAL CONTROL

15.1 Conditions for payment

Payment shall be made only when:

- A valid contract exists.
- The contract has been properly approved.
- The relevant work has been performed.
- Deliverables have been verified and accepted, where applicable.
- An invoice has been submitted.
- The contract manager has certified performance.

- Finance has confirmed the availability of funds.
- Required tax deductions have been determined.
- All applicable financial approvals have been obtained.

15.2 Payment documentation

The payment file shall contain:

- Executed contract.
- Approved budget.
- Invoice.
- Deliverable or milestone report.
- Technical acceptance certificate.
- Payment approval.
- Relevant tax documentation.
- Evidence of applicable deductions.
- Payment voucher.
- Bank payment evidence.

15.3 Payment milestones

Where appropriate, payment may be structured as:

- Initial mobilization, where authorized.
- Payment upon completion of defined milestones.
- Payment upon acceptance of deliverables.
- Final payment upon satisfactory completion.

Milestones shall be specified in the agreement.

15.4 Prohibition of unsupported payments

ACENTDFB shall not make payments:

- For work not performed.
- For deliverables not accepted.
- Without adequate documentation.
- Outside the approved contract.
- To unauthorized bank accounts.
- For expenditure that is ineligible under the funding agreement.

15.5 Contract price changes

Any change to the contract price shall require:

- Written justification.
- Confirmation of budget availability.
- Assessment of the effect on the project.
- Procurement review, where applicable.
- Required donor approval.
- Approval by the appropriate institutional authority.
- A formal contract amendment.

16.0 CONTRACT VARIATIONS AND EXTENSIONS

16.1 General requirements

A sub-contract may be varied only where the change is justified and approved.

Variations may relate to:

- Scope of work.
- Deliverables.
- Technical specifications.
- Contract price.
- Implementation schedule.

- Personnel.
- Reporting arrangements.
- Other contractual provisions.

16.2 Variation procedure

The initiating officer shall submit a variation request specifying:

- The original contract.
- The proposed change.
- The reason for the change.
- The technical and operational implications.
- The financial implications.
- The effect on project timelines.
- The source of funding.
- The required institutional and donor approvals.

The variation shall be documented in a written amendment.

16.3 Prohibited variations

A variation shall not be used to:

- Avoid competition.
- Introduce unrelated work.
- Circumvent procurement thresholds.
- Improperly increase the contract price.
- Extend a contract indefinitely.
- Transfer the contract to an unapproved provider.
- Change the original assignment so substantially that a new procurement is required.

16.4 Contract extensions

Extensions shall be justified by:

- Continued project need.
- Satisfactory performance.
- Availability of funds.
- Donor eligibility.
- Appropriate institutional approval.

An extension shall not be automatic.

17.0 CONFLICT OF INTEREST, ETHICS, AND ANTI-CORRUPTION

17.1 Declaration of interest

All persons involved in the initiation, evaluation, approval, management, or payment of a sub-contract shall disclose actual, potential, or perceived conflicts of interest. This includes relationships involving:

- Family members.
- Personal financial interests.
- Business partnerships.
- Employment relationships.
- Consultancy arrangements.
- Academic supervision or close professional relationships where relevant.
- Other circumstances that may compromise impartiality.

17.2 Conflict management

Where a conflict is identified, ACENTDFB shall determine appropriate measures, including:

- Removal from the evaluation process.

- Reassignment of responsibilities.
- Independent review.
- Additional approval.
- Exclusion of the proposed sub-contractor where the conflict cannot be adequately managed.

17.3 Prohibited practices

ACENTDFB prohibits:

- Bribery.
- Kickbacks.
- Fraudulent invoicing.
- Collusion.
- Bid manipulation.
- Misrepresentation.
- Undisclosed commissions.
- Favoritism.
- Unauthorized gifts or inducements.
- False declarations.
- Misuse of institutional funds.
- Retaliation against individuals reporting misconduct.

17.4 Gifts and hospitality

Personnel involved in sub-contracting shall not solicit or accept gifts, payments, hospitality, or other benefits that may influence procurement or contract decisions. Any permitted modest hospitality shall comply with ABU's applicable rules.

17.5 Reporting misconduct

Suspected fraud, corruption, procurement irregularities, or serious contractual misconduct shall be reported through the appropriate ABU institutional channels. Reports shall be handled confidentially and in accordance with applicable institutional procedures.

18.0 SUB-CONTRACTOR RESPONSIBILITIES

Every sub-contractor shall:

- Perform the assignment in accordance with the contract.
- Employ qualified and competent personnel.
- Meet agreed technical and quality standards.
- Deliver outputs within the approved timeline.
- Maintain accurate records.
- Submit reports and invoices as required.
- Comply with applicable laws and regulations.
- Protect confidential information.
- Observe ethical and research integrity requirements.
- Comply with relevant biosafety and biosecurity procedures.
- Avoid unauthorized subcontracting or assignment transfer.
- Disclose conflicts of interest.
- Cooperate with authorized monitoring and audit.
- Report material delays, risks, and incidents promptly.
- Return ACENTDFB/ABU property and materials at the end of the assignment.
- Comply with applicable donor and funding requirements.

18.1 Sub-sub-contracting

A sub-contractor shall not further subcontract any part of the assignment without prior written approval from the authorized institutional authority and any required donor approval. Where approved, the original sub-contractor shall remain responsible for the performance, quality, confidentiality, and compliance of the sub-sub-contractor.

19.0 RISK MANAGEMENT

ACENTDFB shall assess risks associated with sub-contracting before award and during implementation.

19.1 Risk categories

- Financial risk
- Procurement risk
- Technical risk
- Operational risk
- Research integrity risk
- Laboratory risk
- Data protection risk
- Donor compliance risk
- Reputational risk

20.0 CONTRACT SUSPENSION AND TERMINATION

20.1 Grounds for suspension

ACENTDFB may suspend a sub-contract where:

- There is a serious breach of contract.
- Deliverables are materially deficient.
- There is suspected fraud or misconduct.
- Required ethical or regulatory approval has been withdrawn.
- There is a significant biosafety or biosecurity incident.
- The donor suspends funding.
- Continued implementation poses a material risk to the institution or project.
- The sub-contractor fails to address serious performance concerns.

Suspension shall be documented and managed in accordance with the contract and applicable institutional procedures.

20.2 Grounds for termination

A sub-contract may be terminated for:

- Material breach of contract.
- Persistent failure to deliver.
- Fraud, corruption, or serious misconduct.
- Unauthorized transfer or subcontracting.
- Loss of required accreditation or authorization.
- Inability to perform.
- Funding withdrawal.
- Institutional or donor decision.
- Mutual agreement.
- Other grounds specified in the contract or applicable law.

20.3 Termination procedure

Termination shall ordinarily involve:

- Written notice.
- Identification of the grounds.

- Assessment of completed work.
- Financial reconciliation.
- Determination of outstanding obligations.
- Recovery or return of institutional property.
- Protection of research data and biological materials.
- Appropriate donor notification.
- Documentation of the termination decision.

Immediate termination or suspension may be necessary where permitted by the agreement and required to protect institutional interests.

20.4 Financial settlement

Upon termination:

- Payment shall be limited to properly authorized and verified work.
- Unsupported expenditure shall not be accepted.
- Outstanding advances shall be reconciled.
- Refunds shall be recovered where required.
- Uncompleted deliverables shall be documented.
- The final settlement shall be approved under applicable institutional procedures.

21.0 AUDIT, RECORDKEEPING AND COMPLIANCE

21.1 Audit rights

All sub-contracts shall be subject to appropriate institutional and donor audit. ACENTDFB shall ensure that sub-contractors maintain records sufficient to demonstrate:

- Proper use of funds.
- Compliance with contract terms.
- Delivery of outputs.
- Financial accountability.
- Appropriate procurement practices.
- Research integrity.
- Compliance with applicable regulations.

21.2 Record retention

Sub-contract records shall be retained for the period prescribed by:

- ABU regulations.
- Applicable Nigerian law.
- Donor agreements.
- Relevant grant close-out requirements.

Where different retention periods apply, the longest applicable requirement shall ordinarily be followed.

21.3 Audit findings

Where an audit identifies irregularities, the Centre Director shall ensure that:

- Findings are reviewed.
- The responsible unit responds.
- Corrective actions are documented.
- Recoverable funds are identified.
- Institutional authorities are informed.
- Required donor reporting is completed.
- Follow-up actions are monitored.

22.0 PROCUREMENT AND CONTRACTING RECORDS

ACENTDFB shall maintain a central sub-contract register.
The register shall contain:

- Contract number
- Project
- Funding source
- Sub-contractor
- Contract type
- Procurement method
- Contract value
- Contract dates
- Contract manager
- Deliverables
- Payment status
- Performance status
- Donor approval
- Close-out status

The register shall be maintained by the designated administrative or procurement officer and reviewed periodically by Centre Management.

23.0 NON-COMPLIANCE AND SANCTIONS

Failure to comply with this policy may result in:

- Rejection of a sub-contract request.
- Suspension of procurement.
- Withdrawal of approval.
- Suspension or termination of a contract.
- Recovery of unauthorized expenditure.
- Disqualification of a sub-contractor.
- Referral to relevant ABU authorities.
- Disciplinary action against responsible staff.
- Reporting to the donor or relevant regulatory authority.
- Other actions permitted under applicable institutional regulations and law.

The severity of the response shall be proportionate to the nature of the violation. Nothing in this policy shall prevent ACENTDFB or ABU from taking immediate action where necessary to protect institutional funds, research participants, laboratory operations, or public health.

24.0 POLICY IMPLEMENTATION

24.1 Responsibilities of the Centre Director

The Centre Director shall:

- Ensure implementation of this policy.
- Provide oversight of sub-contracting activities.
- Ensure compliance with ABU and donor requirements.
- Approve sub-contracts within delegated authority.
- Refer matters requiring higher approval to the appropriate ABU authority.
- Ensure appropriate monitoring and reporting.
- Address non-compliance.
- Ensure periodic policy review.

24.2 Responsibilities of Principal Investigators

PIs shall:

- Identify justified sub-contracting needs.
- Prepare technical specifications and scopes of work.
- Confirm the proposed activity is necessary.
- Ensure the activity is within the approved project.
- Participate in technical evaluation as authorized.
- Monitor performance.
- Verify deliverables.
- Certify satisfactory completion for payment processing.
- Ensure scientific and donor reporting.
- Maintain appropriate project records.

PIs shall not independently approve or execute contracts beyond their delegated authority.

24.3 Responsibilities of the Finance Unit

The Finance Unit shall:

- Confirm budget availability.
- Review financial eligibility.
- Verify financial documentation.
- Determine applicable tax treatment.
- Monitor expenditure.
- Maintain payment records.
- Reconcile contract accounts.
- Support donor financial reporting.
- Ensure appropriate financial controls.

24.4 Responsibilities of the Procurement Unit

The Procurement Unit shall:

- Determine the applicable procurement method.
- Ensure compliance with procurement rules.
- Manage solicitation and evaluation processes.
- Maintain procurement documentation.
- Support contract preparation.
- Monitor procurement-related compliance.
- Maintain procurement records.

24.5 Responsibilities of Centre Administration

Centre Administration shall:

- Coordinate administrative processing.
- Maintain the sub-contract register.
- Track approval and execution status.
- Maintain contract files.
- Coordinate reporting.
- Monitor deadlines.
- Support contract close-out.

24.6 Responsibilities of the sub-contractor

The sub-contractor shall:

- Perform the agreed work.
- Maintain professional standards.
- Comply with applicable requirements.
- Submit deliverables and reports.

- Maintain records.
- Cooperate with monitoring and audit.
- Protect ACENTDFB/ABU information and property.

25.0 POLICY REVIEW AND AMENDMENT

This policy shall be reviewed:

- At least once every three years.
- Whenever ABU procurement or financial regulations change.
- Whenever donor requirements materially change.
- Following significant audit findings.
- Following major institutional restructuring.
- Whenever Centre Management determines that revision is necessary.

Proposed amendments shall be reviewed by the relevant ACENTDFB administrative, procurement, and finance personnel and submitted through the appropriate institutional approval process.

This policy which shall be vetted and approved by the management Committee of the Centre shall be subject to review every five years and be customized for each sub-contracting agreement the Centre enters into.
It should be noted that this policy does not vest monetary thresholds or grant approval powers to the Centre that may belong to the University.

Approval Date: November 13, 2026

Signature: 

Name and Status of Approving Officer: Prof Y.K.E. Ibrahim, Centre Leader