

Subcontract by and between
COMPANY NAME
and
THE UNIVERSITY OF ALABAMA

This Subcontract is entered into by and between **COMPANY NAME**, hereafter referred to as (COMPANY NAME), having a principal place of business at ----- Street, -----, and **the Board of Trustees for an on behalf of its constituent institution, The University of Alabama**, hereafter referred to as (Subcontractor), having a principal place of business at

WHEREAS, the (federal prime agency), hereafter referred to as (---), has awarded a contract, number (-----), hereafter referred to as (Prime Agreement), to COMPANY NAME in support of the SBIR project entitled; “-----.”

WHEREAS, COMPANY NAME under the Prime Agreement has all the necessary approvals and authority to enter into this Subcontract for a portion of the work to be conducted by the Subcontractor.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, COMPANY NAME and Subcontractor agree to the following:

Schedule

Article 1 Incorporation of Applicable Provisions

This Subcontract sets forth the terms and conditions under which COMPANY NAME and Subcontractor, hereafter referred to as the (Parties), will engage to accomplish the work set forth by the Prime Agreement and consists of the following:

The Subcontract Agreement
Attachment 1 – Statement of Work
Attachment 2 – Prime Agreement

The Prime Agreement is modified to the extent where applicable as follows: "Contract" shall mean, "Subcontract"; "Contractor" shall mean "Subcontractor"; "Contracting Officer" shall mean "COMPANY NAME Authorized Official"; "Government" shall mean "COMPANY NAME".

Article 2 Statement of Work

The parties agree to engage in a collaborative research effort as necessary to accomplish the work as set forth in the **Attachment 1**.

Article 3 Period of Performance

In accordance with the Prime Agreement this Subcontract is effective ----- through -----, unless extended or otherwise modified in writing by COMPANY NAME.

Article 4 Payment

In consideration for the performance of work specified by Article 2, COMPANY NAME shall reimburse Subcontractor for allowable costs incurred up to an amount not to exceed \$-----.

The budget for which COMPANY NAME has based this support is detailed in **Attachment 1**.

Subcontractor shall submit monthly invoices to: COMPANY NAME & ADDRESS

Article 5 Allowable Costs

The allowability of costs for the work performed under this Subcontract shall be determined in accordance with the Subcontract provisions and OMB Circular A-21, the Federal Cost Principles for educational institutions under government grants and other agreements, in effect on the effective date of this Subcontract.

Article 6 Prior Approvals

Requests made by the Subcontractor for cost or other administrative prior approvals, required by the provisions set forth by this Subcontract should be signed by both the Subcontractor's Principal Investigator and Subcontractor's Authorized Representative, and be delivered to the COMPANY NAME Administrative Officer, who will initiate the appropriate action required of the situation.

Article 7 Subcontractor's Key Personnel

The following individual is the named Subcontractor's Principal Investigator and is considered to be essential to the work being performed hereunder, and will have the responsibility of monitoring the technical, scientific, and programmatic aspects of this Subcontract.

Professor -----
University of Alabama
Department of

E-mail: -----

In the event of a need for a substitution or replacement of the above named individual, the Subcontractor must obtain written approval of COMPANY NAME prior to appointing such substitute or replacement.

Article 8 Technical Reporting Requirements

Written program reports shall be provided by University to Sponsor every _____, and a final report shall be submitted by University within forty-five (45) days of the conclusion of the Contract Period, or early termination of this Agreement.

Article 9 Publication Rights

The parties recognize that it is an important furtherance of the educational mission of the Subcontractor to timely publish research information for public interest. Accordingly, Subcontractor's researchers will not be restricted from presenting at symposia, national, or regional professional meetings, or from publishing in abstracts, journals, theses, or dissertations, or otherwise, whether in printed or in electronic media, methods and results of its work, under the following terms and conditions:

(i) COMPANY NAME shall have been furnished copies of any proposed publication or presentation at least 30 days in advance of the submission of such proposed publication or presentation to a journal, editor, or other third party.

(ii) COMPANY NAME shall have 30 days, after receipt of said copies, to object to such proposed presentation or proposed publication because the publication contains COMPANY NAME Confidential Information or their is patentable subject matter which needs protection.

If COMPANY NAME makes objection on the grounds of the inclusion of Confidential Information, Subcontractor will ensure that its researchers remove such Confidential Information immediately from the proposed presentation or publication, after which University and its researchers may proceed with said presentation or publication.

If COMPANY NAME makes an objection on the grounds of protection of patentable subject matter, said Researcher(s) shall refrain from making such publication or presentation for a maximum of three (3) months from date of receipt of such objection in order for Subcontractor and/or COMPANY NAME as appropriate, file patent application(s) with the United States Patent and Trademark Office and/or foreign patent office(s)

(iii) University is responsible for assuring that an acknowledgment of NSF support is made in any oral media interviews, as well as any publication (including World Wide Web pages) of any material based on or developed under this agreement, in the following terms:

“This material is based upon work supported by the National Science Foundation under Grant No. ()”

University is responsible for assuring that every publication of material (including World Wide Web pages) based on or developed under this agreement, except scientific articles or appears appearing in scientific, technical or professional journals, contains the following disclaimer:

“Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the National Science Foundation.”

Article 10 Intellectual Property

10.1 “University Intellectual Property” shall mean individually and collectively all inventions, improvements and/or discoveries which are conceived and/or made by one or more employees of University in performance of Project.

10.2 All rights and title to University Intellectual Property under Project shall belong to University and shall be subject to the terms and conditions of this Agreement.

10.3 Rights to inventions, improvements and/or discoveries, whether patentable or copyrightable or not, relating to Project made solely by employees of COMPANY NAME shall belong to COMPANY NAME. Such inventions, improvements, and/or discoveries shall not be subject to the terms and conditions of this Agreement.

10.4 University will promptly notify Sponsor of any University Intellectual Property conceived and/or made during the Contract Period under Project. If Sponsor directs that a patent application or application for other intellectual property protection be filed, University shall promptly prepare, file, and prosecute such U.S. and foreign application in University's name. Sponsor shall bear all costs incurred in connection with such preparation, filing, prosecution, and maintenance of U.S. and foreign application(s) directed to said University Intellectual Property. Sponsor shall cooperate with University to assure that such application(s) will cover, to the best of Sponsor's knowledge, all items of commercial interest and importance. While University shall be responsible for making decisions regarding scope and content of application(s) to be filed and prosecution thereof, Sponsor shall be given an opportunity to review and provide input thereto. University shall keep Sponsor advised as to all developments with respect to such application(s) and shall promptly supply to Sponsor copies of all papers received and filed in connection with the prosecution thereof in sufficient time for Sponsor to comment thereon.

10.5 If Sponsor elects not to exercise its option or decides to discontinue the financial support of the prosecution or maintenance of the protection, University shall be free to file or continue prosecution or maintain any such application(s), and to maintain any protection issuing thereon in the U.S. and in any foreign country at University's sole expense and with no further obligation to Sponsor.

10.6 Pursuant to Article 10.4, University grants Sponsor the first option, for consideration, a non-exclusive license or an exclusive license with a right to sublicense, on terms and conditions to be mutually agreed upon. The option shall extend for a time period of 90 days from the date of disclosure to Sponsor.

10.7 **Need to insert definition.** Pursuant to **Grant** University understands and agrees that should University own any copyright which is based on the work performed and funded under this agreement, then the Federal government shall be granted a non-exclusive, nontransferable, irrevocable, royalty-free license to exercise or have exercised for or on behalf of the United States throughout the world all the exclusive rights provided by copyright which rights are subject to **insert rights in technical data**. Such license, however, will not include the right to sell copies or photo records of the copyrighted works to the public.

Article 11 Responsible Conduct of Research

In accordance with Section 7009 of the America Creating Opportunities to Meaningfully Promote Excellence in Technology, Education and Science (COMPETES) Act (42 U.S.C. 1862o-1) University agrees to provide appropriate training and oversight in the responsible and ethical conduct of research (RCR) to undergraduates, graduate students, and postdoctoral research.

Article 11 Notices

Notices required in connection with the performance of this Subcontract shall be deemed properly delivered by sending such notices to the respective Administrative Officer of the Party.

Subcontractor:

Name: Lauren Wilson
Title: Senior Associate Director
Office for Sponsored Programs
Box 870104
Tuscaloosa, AL 35487-0104
Phone: (205) 348-7812
Fax: (205) 348-8882
E-mail: lawilson@fa.ua.edu

COMPANY NAME:**Article 12 Termination**

This Subcontract may be suspended or terminated at any time by either party upon written notification to the other parties' administrative officer.

In the event that either party shall be in breach, violation or default of any of its obligations under this Subcontract and shall fail to remedy such default within ten days (10) after receipt of written notice thereof, the party not in default (reserving cumulatively all other remedies and rights under this Subcontract and at law and in equity) shall have the option of terminating this Subcontract upon written notice thereof.

Upon any termination action, Subcontractor shall within **thirty** (30) days of the termination date, submit to COMPANY NAME a final invoice. COMPANY NAME shall reimburse Subcontractor for all allowable non-cancelable costs and commitments incurred in the performance of this Subcontract to date of termination, such reimbursement shall not exceed the total amount set forth by Article 4.

Termination or suspension of this Subcontract shall not affect the rights and obligations of the parties accrued prior to termination.

Article 13 Liability

Each party hereby assumes any and all risk of personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. The parties hereto understand and agree Subcontractor is a state institution of higher education, and as such is entitled to constitutional immunity, and nothing in this agreement should be interpreted as Subcontractor waiving said immunity.

Article 14 Access to Records

During normal business hours and upon reasonable notice Subcontractor will allow COMPANY NAME, The National Science Foundation, the Comptroller General of the United States, or any of their duly authorized representative's access to any Subcontractor books, documents, papers and records which are directly pertinent to the performance of this Subcontract for the purposes of making audits, examinations, excerpts and transcriptions.

Article 15 Audit

Subcontractor is subject to OMB Circular A-133, "Audits of Institutions of Higher Education and Other Nonprofit Organizations" and agrees to comply with such audit requirements.

Article 16 Compliance with Law

The parties shall comply with all applicable federal, state, local laws and regulations and nothing in this Subcontract shall be construed to require either party to violate such provisions of law or subject either party to liability for adhering to such provisions of law.

University hereby certifies that it will comply with Title VI of the Civil Rights Act of 1964 ([42 USC § 2000d](#)), Title IX of the Education Amendments of 1972 ([20 USC §§ 1681 et seq.](#)), the Rehabilitation Act of 1973 ([29 USC § 794](#)), the Age Discrimination Act of 1975 ([42 USC §§ 6101 et seq.](#)) and all regulations and policies issued by NSF pursuant to these statutes.

University will comply with the requirements stipulated in subpart C of 45 CFR 620, entitled “Responsibilities of Participants Regarding Transactions. University certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Article 17 Independent Contractor

For the purpose of this Subcontract, the parties shall be, and shall be deemed to be, independent contractors and not agents or employees of the other party. Neither party shall have the authority to make statements, representations or commitments of any kind, or to take action which shall be binding on the other party, except as may be explicitly provided for herein or otherwise authorized in writing.

Article 18 Modifications

Any changes or modifications to this Subcontract shall be accomplished by amendment to this Subcontract, fully executed by the authorized organizational representatives of each party.

Article 19 Entire Agreement

This Subcontract with its attachments and references constitutes the entire agreement between the parties and supersedes and replaces any and all previous understandings, commitments, or agreements, whether oral or written, relating to the performance of this Subcontract.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives;

COMPANY NAME

The University of Alabama

Signature

Signature

Title

Title

Date

Date