

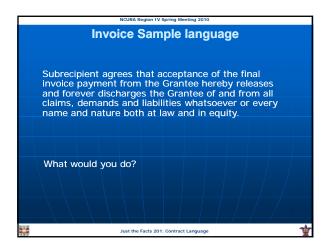






Subrecipient is required to sign and return a fully executed copy of this Subaward Agreement. In the absence of Subreceipient signature, Subrecipient agrees that submission of, and receipt of payment for, any invoice against this Subaward constitutes full acceptance of all terms and conditions without modification. What would you do?

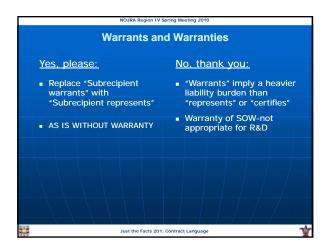
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	Payment Sample language
	Payment to Subrecipient shall be contingent upon the availability of funding from the Awarding Agency and upon Subrecipient's compliance with this Agreement and the terms and conditions of the Awarding Agency's Prime Agreement.
	What would you do?
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Invoice Sample language Payment of each properly submitted invoice shall be made to subcontractor within 30 days after receipt of invoice, subject to the following: (i) Sponsor may withhold an appropriate portion of the payment until any disputed items are resolved and/or defects in the Work are corrected; (ii) sponsor may set off any amounts due from subcontractor against amounts payable under this Subcontract or any agreements between Sponsor and Subcontractor. What would you do?

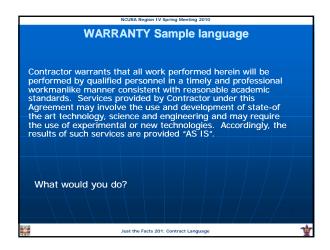
NCURA Region IV Spring Meeting 2010	
Time & Material/Labor Hour	
Proposal Disclaimer	
* Hourly rate exception Statement: "Budgetary figures based on hours and or hourly rates are inconsistent with the University's practices and are provided for estimating purposes only. The University's effort reporting and invoicing are consistent with the percent of effort process outlined in OMB Circular A-21, Section J.10.c."	
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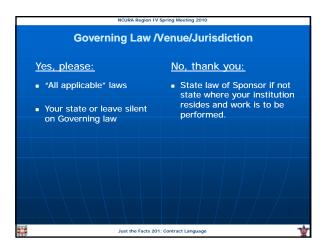
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Scope of Work		
Yes, please:	No, thank you:	
 Clear and detailed description of work performed, meetings to attend, etc. 	"PI will collaborate with sponsor" or other one sentence SOW.	
Performance with "reasonable standard of care"	"No payment shall be made by sponsor to recipient until all conditions specified in the Scope of Work have been satisfied." IP ownership terms buried in SOW "strict" adherence to industry standard of care "Time is of the essence" Any Warranty of Outcome	
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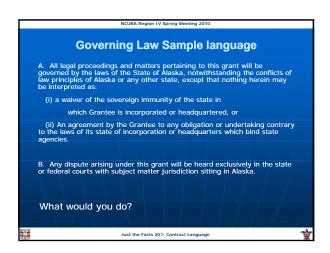


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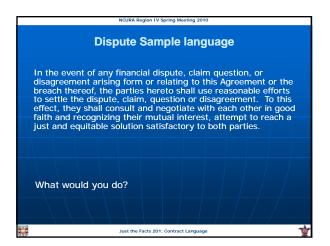
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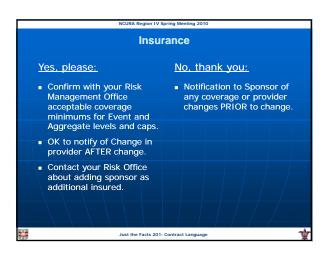


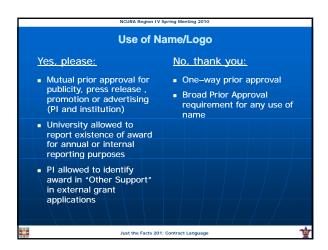


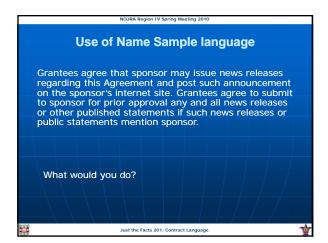












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discussions.
What would you do?
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Use of Name Sample language Neither party shall use the name of the other party or any adaptation thereof or the name of any staff member, employees, agent or student of the other party in an advertising, promotional, or sales literature or publicity without the prior approval of the party or individual whose name is to be used. For the Grantee, such approval must be obtained from the Office of News and Public Affairs. Notwithstanding the foregoing, the Awarding Agency may at its discretion publish information regarding this Project, the Grantee and Subrecipient. All publicity directly related to the Project shall be managed in accordance with the Awarding Agency policy as set forth in Appendix D. What would you do?

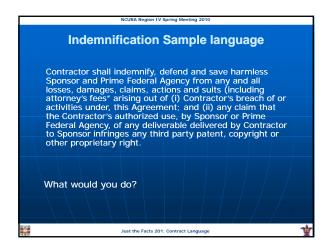
Federal Demonstration Partnership (FDP) FDP Model Subagreement On January 4, 2005, the Office of Science and Technology Policy and the Office of Management and Budget issued a joint memorandum endorsing the use of the FDP model subagreement by all A-110 recipients and subrecipients of research grants and cooperative agreements. FDP templates are not applicable in federal contracts. See the Subaward Agreement Forms website (see link below) Sample subaward template is included in workshop binder.

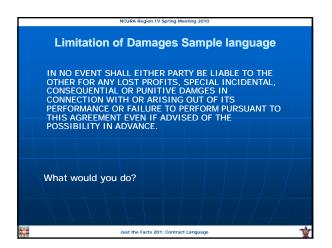
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■ Subaward Agreement Forms
 http://sites.nationalacademies.org/PGA/fdp/PGA_056 020
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Current version June 2009
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Indemnification Yes, please: No, thank you: Responsibility for anything related to <u>performance</u> under the Agreement. Mutual responsibility for negligent acts or omissions (See FDP Article 7) Survivability of execution Indemnification for use of third party intellectual property rights/patent or termination of the agreement. American Rule-each party is responsible for paying its own attorney's fees. (Note: infringement. default rule-other statutes allow plaintiffs to recover attorney's fees) Just the Facts 201: Contract Language

Indemnification Sample language The parties acknowledge and agree that in making this grant Sponsor assumes no responsibility for any of the activities of the Grantee, co-investigators or other staff or the Sponsoring Institution other than the payment of this grant in accordance with the terms set forth herein. It is further agreed that the Grantee shall hold sponsor harmless and indemnify it from any claims, damages, costs and expenses that may arise as a result of activities of the Grantee, co-investigators, other staff or the Grantee in connection with this grant except if caused by the actions of sponsor and to the extent authorized under the Constitution and laws of Grantee's state, if applicable. What would you do?

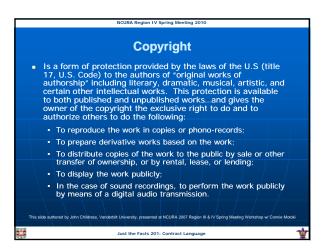








Conflict of Interest Sample language The Subcontractor agrees it has a conflict of interest policy which complies with all applicable federal regulations including 42 CFR 50, Subpart F and the Public Health Services and National Science Foundation policies; namely, the Subcontractor policy requires disclosure and resolution of all conflicts of interest, potential and actual, which exist for those involved in the design, conduct and reporting of research under this agreement prior to the acceptance of funding. OR Subcontractor does not have an active and/or enforced conflict of interest policy and hereby agrees to abide by the policy of University, found at http://manuals.university.edu/COI/XX What would you do?



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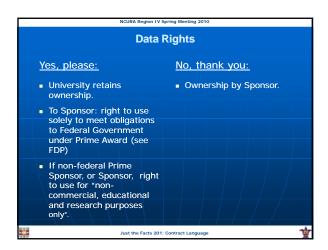
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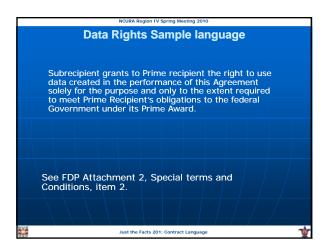
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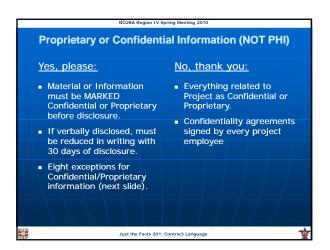
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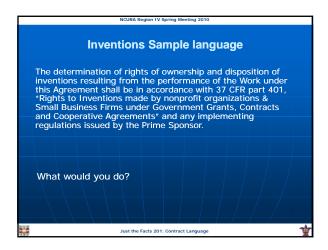


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 Patent is the legal protection afforded an invention or discovery.
 Whoever invents or discovers any new, useful, and non-obvious process, machine, manufacture, or composition of matter, oruseful improvement thereof, may obtain a patent35 USC 101.
It is expensive and time consuming to obtain a patent.
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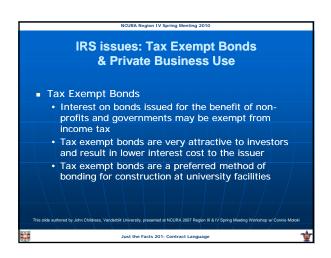


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