Subcontract by and between

**insert (COMPANY NAME)**

and the

**University of Vermont and State Agricultural College**

This Subcontract is entered into by and between **(insert COMPANY NAME )**, hereafter referred to as (SPONSOR), having a principal place of business at **-------------- Street, --------------------------------,** and the **University of Vermont and State Agricultural College**, hereafter referred to as (Subcontractor), having a principal place of business at Sponsored Project Administration, 217 Waterman Building, 85 South Prospect Street, Burlington, VT 05405

**WHEREAS,** the **(insert name of fed prime agency),** hereafter referred to as **(--------------------------------------------),** has awarded a contract, number **(---------------------------)**, hereafter referred to as (Prime Agreement), to SPONSOR in support of the STTR project entitled; **“--------------------------------------.”**

**WHEREAS,** SPONSOR 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, SPONSOR and Subcontractor agree to the following:

#### Schedule

**Article 1 Incorporation of Applicable Provisions**

This Subcontract sets forth the terms and conditions under which SPONSOR 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 & Budget

Attachment 2 – Allocation of Rights Agreement

Attachment 3 – Prime Agreement

The Prime Agreement, with the exception of Intellectual Property and Audit clause, is modified to the extent where applicable as follows: "Contract" shall mean, "Subcontract"; "Contractor" shall mean "Subcontractor"; "Contracting Officer" shall mean "SPONSOR Authorized Official"; "Government" shall mean "SPONSOR". Prime agreement flowdown terms and conditions that do not apply to Subcontractor as a state controlled public institution of higher education will be self-deleting.

**Article 2 Statement of Work**

The Subcontractor 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**

The period of performance of this Subcontract begins on **--------------- and expires on ---------------------------,** unless extended or otherwise modified in writing by SPONSOR.

**Article 4**

In consideration for the performance of work specified by Article 2, SPONSOR shall reimburse Subcontractor for allowable costs incurred up to an amount not to exceed **$ -----------**. The budget for which SPONSOR has based this support is detailed in **Attachment 1**.

Subcontractor shall submit monthly invoices to:

If by email: [Insert email address]

Insert **SPONSOR & ADDRESS**

# Article 5 Allowable Costs

Aloowable costs for the work performed under this Subcontract shall be determined in accordance with the Subcontract provisions and 2 CFR Part 200 UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS., 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 SPONSOR 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 Vermont**

 **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 SPONSOR prior to appointing such substitute or replacement.

**Article 8 Technical Reporting Requirements**

Written program reports shall be provided by Subcontractor’s Principal Investigator to SPONSOR **every** (N/A if left blank), 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 Confidentiality/Publications

Refer to Section 5 of Attachment 2 - Allocation of Rights Agreement.

**Article 10** **Intellectual Property**

Refer to Attachment 2 - Allocation of Rights Agreement.

(Note: UVM Innovations complete the Allocations of Rights Agreement hat then becomes Attachment 3 to this Agreement)

**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: SPONSOR:**

Sonya Stern, Director

Sponsored Project Administration

University of Vermont

217 Waterman Building

85 South Prospect Street

Burlington, VT 05405-0160

E-mail: spa@uvm.edu

**Article 12 Termination**

This Subcontract may be suspended or terminated early 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 SPONSOR a final invoice. SPONSOR 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.

**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.

**Article 14 Access to Records**

During normal business hours and upon reasonable notice Subcontractor will allow SPONSOR, 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 2 CFR Part 200 UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS, in effect on the effective date of this Subcontract.

### 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.

**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.

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

**SPONSOR** **University of Vermont**

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Signature Signature

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Title Title

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Date Date

**Attachment 1 - Statement of Work and Budget**

**Attachment 2 - Allocation of Rights Agreement**

**Attachment 3 - Prime Agreement**