

SUBCONTRACT

between

University of Alabama Birmingham

and

University of Puerto Rico
Mayaguez Campus

Under

NSF GRANT No. 0082832

This Subcontract, effective, January 01, 2002 between University of Puerto Rico, Mayaguez Campus (hereafter referred to as UPRM) University of Alabama Birmingham (hereafter referred to as the Subcontractor) constitutes a subcontract under National Science Foundation Grant No 0082832 entitled: *Affordable Processing and Dynamic Characterization of sandwich Composite Materials and Structures*, agrees to participate in this research project as set forth in this subcontract for the consideration stated herein.

This subcontract sets forth the terms for the performance and administration of work under the prime grant and consists of:

The Subcontract Agreement
Attachment 1 - Statement of Work
Attachment 2 - Budget

- I. Execution and Modification: An agreement shall exist when this document has been signed by duly authorized representatives of the parties. Modifications shall be made by written agreement of the authorized representatives of the parties.
- II. Period of Performance: The Period of Performance of this contract will begin January-01-2002 and terminate November-30-2002.

III. Scope of Work: The work to be done under this subcontract is specified in Attachment 1.

IV. Total Estimated Cost: The Estimated Cost of the subcontract is \$33,064.00 and will be allocated during in a one year period.

Total Amount Allotted (per year):

Year One (January 01, 2002 – November 30, 2002): \$33,064.00

V. UPRM Principal Investigator:

Frederick A. Just-Agosto, Ph. D.
Department of Mechanical Engineering
University of Puerto Rico
Mayaguez Campus
P. O .Box 9045
Mayaguez, Puerto Rico 00681-9045
Tel: (787) 832-4040 x 2546
Fax: (787) 265-3817
Email: fjust@me.uprm.edu
fjustagosto@hotmail.com

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The Principal Investigator shall be responsible for the technical scientific and programmatic aspects of the subcontract.

VI. UPRM Administrative Officer:

Lueny Morell, PE
Director
Center for Research and Development
University of Puerto Rico
Mayaguez Campus
P. O. Box 9001
Mayaguez, Puerto Rico 00681-9001
Tel: (787) 834-7620
Fax: (787) 834-8025
Email:

The Administrative Officer shall be responsible for matters of subcontract administration including assistance in sub-contract policies and provisions.

VII. Subcontractor Project Director:

Uday Vaidya Ph. D.
The University of Alabama at Birmingham (UAB)
Department of Materials and Mechanical Engineering
BEC 254 1530 3rd Ave S.
Birmingham, AL 35294-4461
Tel: (201)-934-9199
Fax: (201)-934-8485
Email: uvaidya@eng.uab.edu

The subcontract Project Director shall direct the sub-contract project and is responsible to the subcontracting institution for the proper management and conduct of the grant program.

VIII. Subcontractor Authorized Subcontracting Representative:

Dr. Joan F. Lorden
Associate Provost for Research
AB 1170 1530 3rd Ave. S
The University of Alabama at Birmingham
Telephone Number: (205) 934-6962

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The Authorized Subcontracting Representative shall be responsible for the business management aspects of the subcontract as the Subcontractor's representative empowered to execute agreements and modifications thereto.

IX. General Provisions: The following Provisions are incorporated into this document in full force and effect.

GENERAL PROVISIONS FOR SUBCONTRACTS UNDER NSF GRANTS
TO UNIVERSITY OF PUERTO RICO, MAYAGUEZ CAMPUS

1. PAYMENT:

Invoices should cite Purchase Order No. 534574.
One invoice will be sent for the prepayment of the year of work corresponding to this contract and will be described according to the UAB-UPRM budget given in Attachment 2. Two (2) copies of the invoice, detailing current charges and total-to-date charges, should be sent to the principal investigator for processing at the UPRM Research and Development office. Work will be performed as scheduled in Attachment 1

2. ALLOWABLE COSTS:

The amount authorized will cover the direct costs of the research and whatever indirect costs are allocable thereto. The allowability of costs will be determined in accordance with applicable NSF cost principles.

3. LIMITATION OF COST:

The Subcontractor shall not be reimbursed for costs incurred in excess of the total amount allowed without an amendment to this Subcontract. The Subcontractor shall not be obligated to continue performance beyond the point at which the Subcontract funds expire. The Subcontractor shall notify the UPRM Administrative Officer at any time it anticipates that, within 60 days, funding will be insufficient to accomplish the purposes of this Subcontract.

4. AUDIT:

Subcontractor agrees to provide UPRM with copies of any of the independent auditors' reports which present instances of noncompliance with federal laws and regulations which bear directly on the performance or administration of this Agreement. In cases of such non-compliance, Subcontractor will provide copies of responses to auditors' reports and a plan for corrective actions. The Subcontractor shall cooperate with UPRM in resolving questions UPRM may have concerning the auditors' reports and plan for corrective action.

5. GRANT-RELATED INCOME:

The Subcontractor will inform UPRM of any grant-related income and will maintain appropriate records for the receipt and disposition of such income to enable UPRM to fulfill its responsibility to NSF. The Subcontractor agrees to utilize such income as prescribed by NSF.

6. CHANGE OF PROJECT DIRECTOR:

The Project Director may not be changed, nor may his/her effort be substantially redirected, without approval by UPRM. If the Project Director should become unavailable to the project for a period exceeding three (3) months, the Sub-contractor shall, upon receipt of UPRM approval, appoint a replacement.

7. PRIOR APPROVALS:

The administrative requirements for approval of rebudgeting will be governed by NSF Policy. Approval requests related to the aforementioned would be reviewed and, if appropriate, approved by UPRM administrator or, if appropriate, forwarded to NSF for approval.

8. EQUIPMENT

In accordance with NSF requirements, except for equipment defined as Government Furnished Property, the Subcontractor will retain title to all equipment purchased under the grant. The Subcontractor agrees to maintain sufficient records to enable UPRM to fulfill its accountability under the NSF grant. The Subcontractor shall submit a final report of Government Furnished Property or equipment purchased under the subcontract to the UPRM Office of Research Administration within thirty (30) days after the expiration date of the subcontract.

9. PATENTS:

The determination of the rights of ownership and disposition of inventions resulting from the performance of the work under this subcontract and the administration of such inventions shall be in accordance with NSF policy. If the Subcontractor decides it will not take title to any such invention, it will so notify UPRM and provide such information as may be needed and requested by UPRM to permit UPRM to petition the Government for title.

The subcontractor shall provide such notice to UPRM at least two (2) months before it informs the Government that it elects not to take title.

The Subcontractor will insure that the terms of this subcontract and NSF policy are agreed to by all persons who perform any part of the work under this subcontract and who may be reasonably expected to make inventions.

The Subcontractor shall submit a final report of inventions within thirty (30) days after the expiration of the sub-contract to the UPRM Office of Research Administration.

10. HUMAN SUBJECTS:

No human subjects are to be used in the conduct of the research. Violation of this agreement will close the contract.

11. CIVIL RIGHTS AND
EQUAL EMPLOYMENT
OPPORTUNITY:

The Subcontractor shall comply with Title VI and VII of the Civil Rights Act of 1964, and Executive Order 11246 and certifies that it has a valid Assurance of Compliance on file with the National Science Foundation. The Subcontractor agrees to include in any contract entered into pursuant to this Memorandum of Agreement paragraphs (1) through (7), Part 11, Subpart B, Section 202, Executive order 11246.

12. TERMINATION:

UPRM may terminate this agreement upon written notification to the Subcontractor who, in the event of termination, will be reimbursed for any non-cancelable obligations properly incurred prior to the date of notice of termination. Funds not used will be reimbursed to UPRM with the necessary records to verify expenses.

13. PUBLICATIONS AND REPORTS:

The Project Director is encouraged to publish the results of his/her research. NSF support should be acknowledged as Follows: "This investigation was supported by NSF Research Grant No. 0082832. Reprints should be provided to the UPRM Principal Investigator. A renewal proposal, with appropriate institutional approvals, together with a progress report should be submitted at the request of the UPRM Principal Investigator in sufficient time to permit inclusion in the grant renewal proposal if applicable. During the final year of the subcontract project, the final report shall be submitted to the UPRM Principal Investigator no later than thirty (30) days before the NSF due date.

14. COPYRIGHT:

The author(s) is free to arrange for copyright without approval when publications or similar materials are developed from work supported in whole or in part by this subcontract. Any such copyrighted materials shall be subject to a royalty-free, non-exclusive, and irrevocable license to the U.S. Government to reproduce them, translate them, publish them, use and dispose of them, and to authorize others to do so.

15. INDEMNIFICATION: *

The Subcontractor shall, to the extent of its liabilities under the laws of Puerto Rico, indemnify, defend and save harmless UPRM from any and all loss, damage, claims, actions and suits whatsoever including all costs, expenses, and attorneys fees incurred by the Subcontractor on behalf of UPRM in connection there with that arise out of the Subcontractor's negligence or other legal wrong-doing in any way connected with activities under this subcontract. UPRM agrees to give the Subcontractor immediate notice of any claim, action or suit in any way connected with activities under this subcontract. The Subcontractor expressly retains its rights to recovery from UPRM in the event of adjudication by a court of competent jurisdiction if: (1) the Subcontractor and UPRM are jointly liable for loss or damage to a third party, (2) the judgement against UPRM is based upon its sole and direct liability. The Subcontractor agrees to maintain its normal insurance coverage during the course of this agreement.

16. MISCONDUCT:

The Subcontractor, in executing this subcontract, certifies that it has an assurance regarding misconduct in science on file with the Office of Scientific Integrity or agrees to be subject to the misconduct policies of UPRM with respect to the research supported by this Subcontract.

17. LABORATORY ANIMALS:

No Laboratory Animals shall or will be used in this Project.

18. STEVENS AMENDMENT:

The Subcontractor agrees to comply with the requirements of the Stevens Amendment as follows: "When issuing statements, press releases, requests for proposals, bid solicitations, or other documents describing projects or program funded in whole or in part with Federal money, all grantees receiving Federal Funds, including but not limited to State and local governments, shall clearly state (1) the percentage of the total cost of the program or project which will be financed with Federal money, and (2) the dollar amount of Federal funds for the program or project."

19. DEBARMENT:

The Subcontractor 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. The Subcontractor shall comply with the regulations found at 45 CFR Part 620, "Government Debarment and Suspension (Nonprocurement)."

20. DRUG-FREE WORKPLACE:

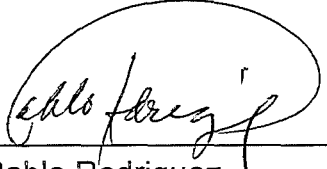
Upon execution of this Agreement, the Subcontractor certifies it will comply with the Drug-Free Workplace Act of 1988.

21. ENTIRE AGREEMENT:

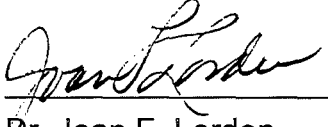
This subcontract constitutes the entire agreement between UPRM and the Subcontractor. Any changes or modifications shall be accomplished by amendment to this subcontract executed by the duly authorized representative of the parties.

University of Puerto Rico Mayagüez Campus

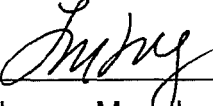
The University of Alabama at Birmingham



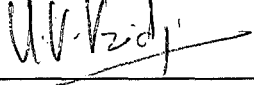
Prof. Pablo Rodriguez Date

 2/18/02


Dr. Joan F. Lorden Date

 March 25/02

Dr. Lueny Morell Date

 02/02/02

Dr. Uday Vaidya Date

 Feb/02/02

Dr. Frederick A. Just-Agosto Date