

AMENDMENT

For

SUBCONTRACT

Between

North Dakota State University

and

University of Puerto Rico  
Mayaguez Campus

Under

NSF GRANT No. 0082832

pl  
This amendment, effective, January 01, 2002, is between the University of Puerto Rico, Mayaguez Campus (hereafter referred to as UPRM) and North Dakota State University (hereafter referred to as the Subcontractor) and constitutes changes to a subcontract previously signed between both institutions under a National Science Foundation Grant, No. 0082832, entitled: *Affordable Processing and Dynamic Characterization of sandwich Composite Materials and Structures*

The amendment will modify statements in the subcontract agreement between UPRM and the Subcontractor. The following changes will be applied to the aforementioned contract between UPRM and NDSU.

IV. Total Estimated Cost: The Estimated Cost of the subcontract is \$170,430.00 and will be allocated during a two-year period.

Total Amount Allotted (per year):

Year One (January 01, 2001 – January 01, 2002): \$101,104.00

Year Two (January 01, 2002 – November 30 2002): \$69,326.00

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) 831-2065  
Fax: (787) 831-2060  
Email: lueny@ece.uprm.edu

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

VII. Subcontractor Project Director:

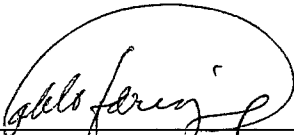
Mohammad Mahinfalah  
North Dakota State University (NDSU)  
Department of Mechanical Engineering and Applied Mechanics  
(MEAM)  
Fargo, ND 58105  
Tel: (701) 231-8839  
Fax: 701 231 8913  
Email: M.Mahinfalah@ndsu.nodak.edu

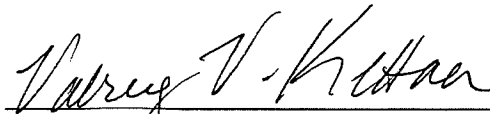
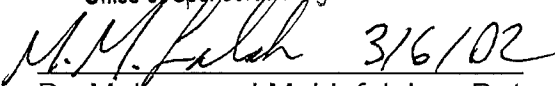
The subcontract Project Director shall direct the sub-contract project and is responsible to the subcontracting institution for the proper management and conduct of the grant program.

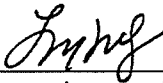
This amendment constitutes the entire changes in the subcontract between UPRM and the Subcontractor. Any additional changes or modifications shall be accomplished by an additional amendment to this amended subcontract executed by the duly authorized representative of the parties.

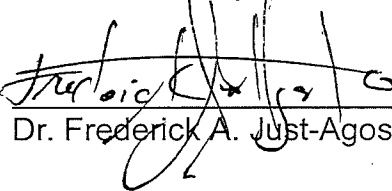
University of Puerto Rico Mayaguez Campus

North Dakota State Univeristy

*12/1*  
  
\_\_\_\_\_  
Professor Pablo Rodriiguez      Date  
Chancellor

 3/18/02  
\_\_\_\_\_  
Vairy V. Kettner      Date  
Assistant Vice President  
Office of Sponsored Programs Administration  
 3/16/02  
\_\_\_\_\_  
Dr. Mohammad Mahinfalah      Date

 25/ March/02  
\_\_\_\_\_  
Professor Lueny Morell      Date

 3/14/2002  
\_\_\_\_\_  
Dr. Frederick A. Just-Agosto      Date

SUBCONTRACT

between

North Dakota State University

and

University of Puerto Rico  
Mayaguez Campus

Under

NSF GRANT No. 0082832

This Subcontract, effective, January 01, 2001 between University of Puerto Rico, Mayaguez Campus (hereafter referred to as UPRM) and North Dakota State University (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-01-2001 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 \$203,494.00 and will be allocated during a two year period.

Total Amount Allotted (per year):

Year One (January 01, 2001 – January 01, 2002): \$101,104.00

Year Two (January 01, 2002 – November 30 2002): \$102,393.00

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](mailto:fjust@me.uprm.edu)  
[fjustagosto@hotmail.com](mailto:fjustagosto@hotmail.com)

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

VI. UPRM Administrative Officer:

Dr. Allen Lewis  
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.  
North Dakota State University (NDSU)  
Department of Mechanical Engineering and Applied Mechanics  
(MEAM)  
Fargo, ND 58105  
Tel: (701) 231-6493  
Fax: 701 231 8913  
Email: Uday\_Vaidya@ndsu.nodak.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:

Edna T Holm  
Old Main, room 201E  
North Dakota State University  
Fargo, ND 58105  
Telephone Number: 701-231-7567  
Email Address: Edna\_Holm@ndsu.nodak.edu

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 first year of work corresponding to this contract and will be described according to the first year of the NSF UPRM-NDSU budget given in Attachment 2. The Second invoice should be sent for prepayment of the second year of work and will be sent during the second year of the contract and will correspond to the second year of the NSF UPRM-NDSU budget. Two (2) copies of these invoices, 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 is 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 representatives of the parties.

University of Puerto Rico Mayaguez Campus

North Dakota State University

\_\_\_\_\_  
Dr. Zulma Toro                      Date

\_\_\_\_\_  
Edna T Holm                      Date

\_\_\_\_\_  
Dr. Allen Lewis                      Date

\_\_\_\_\_  
Dr. Uday Vaidya                      Date

\_\_\_\_\_  
Dr. Frederick A. Just-Agosto                      Date