

REGISTRO DE CONTRATOS  
TOMO 24 PAGINA 55  
CONTRATO NUM. 2015-000310

SUBAWARD AGREEMENT  
BETWEEN  
UNIVERSITY OF PUERTO RICO  
MAYAGÜEZ CAMPUS  
AND  
ARKANSAS STATE UNIVERSITY - JONESBORO

SUBAWARD AGREEMENT NUMBER 2014-2015-004

ARTICLE 1-PARTIES

UNIVERSITY OF PUERTO RICO, MAYAGUEZ CAMPUS, a higher education institution which is a governmental instrumentality of the Commonwealth of Puerto Rico represented by Dr. Marisol Vera, Acting Director of the Research and Development Center (UPRM)

ARKANSAS STATE UNIVERSITY - JONESBORO, an institution of higher education and an agency of the State of Arkansas represented by Dr. Andrew Sustich, Vice Provost for Research and Graduate Studies.

This constitutes a Subaward Agreement for the transfer of work under the University of Puerto Rico Sea Grant College Program Institutional Plan for 2014-2018 approved by the National Oceanic and Atmospheric Administration's, National Sea Grant Program (Grant number NA14OAR4170068)

Both parties recognize that they are legally bound by this Subaward Agreement and expressly agree to the terms and conditions expressed hereafter.

ARTICLE 2-STATEMENT OF WORK

ARKANSAS STATE UNIVERSITY - JONESBORO agrees to undertake activities in accordance with the Statement of Work appended as ATTACHMENT A for the research project titled *Reef Health, Fish Diseases, and Habitat Connectivity: Understanding the Role of Ectoparasites as Vectors for Disease, Energy Transfer, and Barometers of Reef Ecosystem Health* project number R-31-2-14.

The activities there described, other than those indicated in the Statement of Work (Attachment A) to be conducted by Dr. Amanda Demopolous of the U.S. Geological Survey, may not be subcontracted or assigned to third parties unless written authorization by UPRM is granted. All the provisions contained in this Subaward Agreement as well as the applicable federal

regulations will flow down to the U.S. Geological Survey. Arkansas State University - Jonesboro will be responsible for the monitoring of U.S. Geological Survey's compliance with all technical and financial requirements.

#### ARTICLE 3-PERSONNEL

The activities to be performed under this Subaward Agreement will be under the direction and supervision of Dr. Paul C. Sikkel, Arkansas State University - Jonesboro Principal Investigator. If Dr. Paul C. Sikkel ceases to serve as Principal Investigator for any reason, Arkansas State University - Jonesboro will promptly notify UPRM and Ruperto Chaparro, UPRM Principal Investigator. Both parties shall use good faith efforts to identify a mutually acceptable replacement within thirty (30) days. If a suitable replacement cannot be identified within the thirty (30) day period, UPRM shall have the right to terminate this Agreement upon written notice to Arkansas State University - Jonesboro.

#### ARTICLE 4-PERIOD OF PERFORMANCE

The effective period of this Subaward Agreement is from February 1, 2014 ("The Effective Date") to January 31, 2016 (The "Completion Date"). The Completion Date may be modified or extended only by mutual written agreement of the Parties.

#### ARTICLE 5- FUNDING AND ALLOWABLE COSTS

This is a Cost Reimbursement Subaward. UPRM will reimburse Arkansas State University - Jonesboro for actual costs for the work done under the terms of this Subaward Agreement. The budget(s) incorporated into this Subaward Agreement are for a total of \$56,427 in federal funds and \$28,492 in cost share. Federal funding available at this time is limited to \$27,056 corresponding to the first year of the project, from February 1<sup>st</sup>, 2014 to January 31, 2015. Receipt of any prospective funding is contingent upon the availability of funds from Congress, satisfactory performance, continued relevance to program objectives, and will be at the sole discretion of the Department of Commerce. Neither the Department of Commerce nor UPRM is liable for any obligations, expenditures, or commitments which involve any amount in excess of the Federal amount presently available. Additional funds may be assigned only by formal written modification. Cost reimbursements will be paid from the account number 535268/30231.502.002.xxxx.210.331420871201.00.

Costs shall be incurred only in accordance with the Authorized Total included in the Budget approved in this Subaward Agreement (As stated in

ATTACHMENT B). The authorized amount will cover direct and indirect costs of the Statement of Work, as detailed in the Budget (ATTACHMENT B). Costs in excess of the Authorized Total will be incurred at Arkansas State University - Jonesboro's sole liability. The Authorized Total may be increased only by mutual written agreement duly executed by the Parties, and upon receiving the funds from the Prime Sponsor.

Subrecipient can use the subaward money only for charges that are allowed under the applicable federal cost principles.

Transfer of funds of up to 10% of federal share is permitted without prior approval of UPRM. Changes in the scope or objective of the project require UPRM previous written approval.

All international travel must be preapproved by UPRM. ARKANSAS STATE UNIVERSITY - JONESBORO will request approval at least fifteen (15) days prior to travel and provide a copy of the itinerary, list of travelers, and purpose of the flight. All international travel must be undertaken in accordance with the Fly America Act.

#### ARTICLE 6- PAYMENT AND INVOICES

A. Arkansas State University - Jonesboro shall be compensated, based on invoices as provided below, for actual costs incurred in the performance of this research.

Payments for performance under this Subaward Agreement shall be issued by UPRM to Arkansas State University - Jonesboro on cost reimbursable basis within 60 days of receipt of **proper, approved** invoice(s). Invoices should be received by UPRM monthly.

B. To be considered **proper** the invoice must be dated and contain the Subaward Agreement identification number, detailed current and cumulative costs, and an original signature of an authorized representative that certifies that the expenses reflected in the invoice(s) are actual expenditures consistent with the terms and conditions of this Subaward Agreement. Arkansas State University - Jonesboro shall submit financial reports evidencing expenses invoiced (i.e. financial/transaction reports generated by financial system). Cost-sharing should be reported with each invoice. Invoices must include the following: "I hereby certify, to the best of my knowledge, and belief, that this invoice is correct, and that all items invoiced are based upon services rendered, consistent with the terms of this contract." Payments may be withheld until receipt of required cost-share, reports, and/or close-out documentation.

C. To be considered **approved**, an invoice must contain the dated approval initial or signature of UPRM representative or his designee. Approval or justification for why approval is being withheld will be provided within thirty (30) days of receipt of the invoice.

D. The total amount authorized for expenditure under this Subaward Agreement is that stated in Article 5. This amount shall not be exceeded unless this Subaward Agreement is amended to add additional funds. UPRM will not pay any amount in excess of the stated amount.

**E. Invoices shall be sent to:**

University of Puerto Rico - Mayagüez  
Sea Grant College Program  
Call Box 9000  
Mayagüez, Puerto Rico 00681-9000

**F. Payments should be made to:**

Arkansas State University - Jonesboro  
ATTN: Toni Holt  
P.O. Box 2640  
State University, AR 72467-2521

G. Final invoices must be received within sixty (60) days of the termination of this Subaward Agreement and shall be marked "final". Invoices that exceed either period of performance or the obligated amount of this Subaward Agreement may be considered improper invoices, and may be returned to the Arkansas State University - Jonesboro unpaid. Acceptance and payment by UPRM of any improper invoices shall not be considered as a waiver of UPRM right to return future improper invoices.

H. If, by any reason, this Subaward Agreement is terminated; only invoices for work performed to the date of such termination and those costs reasonably incurred before the date of termination which are non-cancellable will be considered proper and paid correspondingly, subject to Article 16 of this Subaward Agreement.

I. Failure of the subrecipient to comply with the terms set forth in this Subaward Agreement can result in the withholding of payment. Final Payment under this Subaward Agreement shall depend upon receipt by UPRM of all services, reports, and/or supplies set forth hereunder and, at UPRM's option, a final audit by a UPRM representative or by Arkansas State

University - Jonesboro's cognizant audit agency. UPRM reserves the right to withhold final payment of the Subaward Agreement until all services, reports, and/or supplies set forth hereunder are delivered.

#### ARTICLE 7- RECORDS AND AUDIT

A. Records of work performed under this Agreement are to be retained by Arkansas State University - Jonesboro for at least three (3) years after final payment and all pending matters are closed. If an audit, litigation, or other action involving the records is started before the end of the three (3) year period, the records must be retained until all issues arising out of the action are resolved or until the end of the three (3) year period, whichever is later. Arkansas State University - Jonesboro agrees to give UPRM, the sponsor, the Comptroller General of the United States or of the Commonwealth of Puerto Rico, or any of their authorized representatives, access to these records and any other pertinent books, documents, papers or other records, in order to make audits, examinations, excerpts and transcripts.

B. Arkansas State University - Jonesboro agrees to comply with the requirements of OMB Circular A-133 or Circular A-21 as appropriate. Arkansas State University - Jonesboro further agrees to provide UPRM with copies of any independent auditors' reports **within** thirty (30) days of their receipt by Arkansas State University - Jonesboro. Where the report includes instances of non-compliance with federal laws and regulations, Arkansas State University - Jonesboro shall provide copies of responses to the report and a plan for corrective action.

#### ARTICLE 8- PUBLICATIONS

In the event Arkansas State University - Jonesboro wishes to publish or present any material from work performed under this Subaward Agreement, Arkansas State University - Jonesboro agrees to provide UPRM with a copy of the publication, or the presentation, in order to allow UPRM with a thirty (30) day period in which to review each publication or presentation to identify patentable subject matter and to identify any inadvertent disclosure of Confidential Information (as defined above). If either UPRM or the Prime Sponsor indicates it would like patent applications filed, Arkansas State University - Jonesboro agrees to delay publication up to an additional sixty (60) days to permit such patent filing. Any further extension will require subsequent agreement between the parties.

Arkansas State University - Jonesboro further agrees that when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing programs funded in whole or in part with

Federal money, the Arkansas State University - Jonesboro shall clearly state (1) the percentage of total cost of the program or project that will be financed with Federal money, and (2) the dollar amount of Federal funds for the project or program.

Arkansas State University - Jonesboro Principal Investigator shall acknowledge UPRM's support by including the project number in any publications or presentations related to this research project.

#### ARTICLE 9- INTELLECTUAL PROPERTY

##### **UPRM Intellectual Property**

Title to any invention, improvement or discovery, whether or not patentable or copyrightable, which was reduced to practice or conceived and developed solely by UPRM's employees and/or students (UPRM's inventions) shall remain the sole and exclusive property of UPRM. Title and the right to determine the disposition of any copyrights or copyrightable material first produced or composed solely by employees and/or students of UPRM ("UPRM Copyrights") shall remain with UPRM. Neither UPRM inventions nor UPRM copyrights shall be subject to the terms and conditions of this Subaward Agreement.

UPRM Inventions shall be in accordance with the *University of Puerto Rico's Institutional Policy on Patents, Inventions and Their Commercialization*, Certification 132 (2002-2003) of the University of Puerto Rico Board of Trustees.

UPRM Copyrights shall be in accordance with UPR Policies contained in the *Institutional Property Regarding Intellectual Property of the University of Puerto Rico*, Certification 93-140 of the Puerto Rico Council on Higher Education.

##### **Arkansas State University - Jonesboro Intellectual Property**

Title to any invention, improvement, discovery, whether or not patentable or copyrightable, which was reduced to practice or conceived and developed in the performance of the Subaward Agreement, and made solely by Arkansas State University - Jonesboro Principal Investigator and/or other Arkansas State University - Jonesboro scientists and researchers working under the supervision of the Arkansas State University - Jonesboro Principal Investigator pursuant to this Subaward Agreement, shall remain the sole and exclusive property of Arkansas State University - Jonesboro.

**Arkansas State University - Jonesboro individually developed Copyrightable Material**

Title and the right to determine the disposition of any copyrights or copyrightable material first produced or composed in the performance of Arkansas State University - Jonesboro research solely by employees and/or students of Arkansas State University - Jonesboro shall remain with Arkansas State University - Jonesboro.

Arkansas State University - Jonesboro hereby grants to UPRM an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, distribute and perform all such copyrightable materials, including software and/or informational databases, for the purposes of complying with the requirements of the Prime Agreement only for all Arkansas State University - Jonesboro Copyrightable Materials produced or composed in the performance of this Subaward Agreement.

ARTICLE 10- JOINT INTELLECTUAL PROPERTY

**Joint Inventions**

The parties shall have joint title to any invention conceived or first reduced to practice jointly by employees and/or students of the UPRM; and employees and/or students of Arkansas State University - Jonesboro in the performance of the Subaward Agreement.

Arkansas State University - Jonesboro shall notify UPRM of any Joint Invention promptly after an invention disclosure is received. UPRM shall notify Arkansas State University - Jonesboro of any Joint Invention promptly after an invention disclosure is received. Shortly following the disclosure of a joint invention, technical and patent representatives of UPRM and Arkansas State University - Jonesboro will discuss details of handling such Joint Invention, provided that title to any patent remains in the names of both Parties. During such negotiations, licensing, payment of costs and the equitable division of royalties, which shall be based on researcher's effort, shall be determined.

Each Party shall have the independent unrestricted right to license non-exclusively to third parties any such Joint Invention without accounting to the other Party

**Joint developed Copyrightable Material**

Copyrightable material, including software and/or informational databases, first produced or composed in the performance of the Subaward Agreement by employees and/or students of the UPRM and employees and/or students of Arkansas State University - Jonesboro, shall be jointly owned by both Parties, who shall each have the independent, unrestricted right to dispose of such copyrightable material as they deemed appropriate, without any obligation of accounting to the other Party. Due credit to the non-publishing party shall be given in any publication.

#### ARTICLE 11- NAMES AND LOGOS

Neither party shall use the name or logos of the other in any advertising, sales, promotion, or other publicity matter without prior written approval.

#### ARTICLE 12- MUTUAL RESPONSIBILITY FOR ACTS

UPRM is responsible for its own wrongful or negligent acts or omissions, and those of its directors, officers, employees, and agents to the extent that the same arise out of or on account of any failure on the part of UPRM to perform any work or duty required under the terms of this Agreement, or from risks of personal injury or property damage attributable to the negligence or intentional misconduct of UPRM.

Arkansas State University - Jonesboro is responsible for its own wrongful or negligent acts or omissions, and those of its directors, officers, employees, and agents to the extent that the same arise out of or on account of any failure on the part of the Arkansas State University - Jonesboro to perform any work or duty required under the terms of this Agreement, or from risk of personal injury or property damage attributable to the negligence or intentional misconduct of Arkansas State University - Jonesboro.

#### ARTICLE 13- NO DISCRIMINATION

Both parties are equal opportunity employers and do not discriminate on the basis of sex, race, color, age, religion, national origin or handicap, veteran status, religious or political beliefs. This policy is consistent with relevant government statutes and regulations, including those pursuant to Title IX of the Federal Rehabilitation Act of 1973, as amended.

#### ARTICLE 14- CERTIFICATIONS

Acceptance of this Subaward Agreement constitutes certification that Arkansas State University - Jonesboro is not presently debarred, suspended,



proposed for disbarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

Acceptance of this Subaward Agreement constitutes certification that Arkansas State University - Jonesboro is not delinquent on any Federal debt.

Acceptance of this Subaward Agreement constitutes certification that the Arkansas State University - Jonesboro is in compliance with OMB Circular A-133, OMB Circular A-110 (if applicable) and OMB Circular A-21 (if applicable).

Acceptance of this Subaward Agreement constitutes certification that to the best of the Arkansas State University - Jonesboro's knowledge and belief:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Subcontractor, to any person for influencing or attempting to influence an office or employee of any agency, Member of Congress in connection with the awarding of a Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- b. If funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit standard Form LLL- "Disclosure Form to Report Lobbying" in accordance with its instructions.

#### ARTICLE 15- DISPUTES

Any dispute arising under this Subaward Agreement shall be brought to the attention of the Director of the UPRM's Research and Development Center. The Director should make a reasonable effort to resolve all issues by negotiation without litigation.

This Article shall not be construed to limit the administrative or legal rights otherwise available to the parties in the event of violations of the terms or conditions of this Subaward Agreement.

This Subaward Agreement establishes a relationship as independent contractors between the UPRM and the Arkansas State University - Jonesboro only. It does not establish a relationship between the Arkansas State University - Jonesboro and the Sponsor. Nor does it establish any employment relationship between Arkansas State University - Jonesboro employees and UPRM or UPRM employees and Arkansas State University - Jonesboro.

#### ARTICLE 16- TERMINATION

A. Either party may terminate or suspend this Subaward Agreement with or without cause in whole or in part upon **thirty** (30) days written notice to the other party.

B. In all instances of termination or suspension of the Subaward Agreement by UPRM, Arkansas State University - Jonesboro shall be given written notice of the termination or suspension, including a written explanation of the reason(s) for such action. Where appropriate, Arkansas State University - Jonesboro shall be given reasonable time to cure any deficiency in its performance. If the deficiency is not corrected within a reasonable time, as defined by UPRM in consultation with Arkansas State University - Jonesboro, the Subaward Agreement may then be immediately terminated or suspended.

C. Within sixty (60) days of the effective date of termination, Arkansas State University - Jonesboro shall submit to UPRM a final report, a final financial report and final invoice.

D. Upon receipt of a notice of termination or suspension as specified above, Arkansas State University - Jonesboro shall take immediate action to minimize all expenditures and obligations financed by this Subaward Agreement and shall cancel unliquidated obligations wherever possible. Except as provided below, no further reimbursement shall be made after the effective date of termination or suspension.

Arkansas State University shall within thirty (30) calendar days after the effective date of termination or suspension repay to UPRM all unexpended funds disbursed by UPRM that are not otherwise obligated by a legally binding transaction applicable to this Subaward Agreement. Should the funds paid by UPRM to Arkansas State University - Jonesboro be insufficient to cover obligations in the legally binding transaction, Arkansas State University - Jonesboro may submit to UPRM within sixty (60) calendar days after the effective date of termination or suspension a written claim covering such obligations. If this Subaward Agreement is terminated for any reason

prior to the Termination Date, UPRM must reimburse Arkansas State University - Jonesboro for all reasonable and allowable costs incurred by for the Project through the date of termination. However, in no event will UPRM financial obligation for Project exceed the amount specified in Article 5.

#### ARTICLE 17-NOTICES

Any official notices required under the terms of this Subaward Agreement shall be hand delivered or sent by Certified Mail, postage prepaid, return receipt requested, to the appropriate individual and address listed below.

##### **For the UPRM:**

Dr. Marisol Vera  
Acting Director  
Research and Development Center  
University of Puerto Rico - Mayagüez  
Call Box 9000  
Mayagüez, PR 00681-9000  
Tel: (787) 831-2065  
Fax: (787) 831-2060

##### **For Arkansas State University - Jonesboro:**

Dr. Andrew Sustich  
Vice Provost for Research and Graduate Studies  
Arkansas State University - Jonesboro  
P.O. Box 2760  
State University, AR 72467-2701  
Tel: (870) 972-2694  
Fax: (870) 972-2336

#### ARTICLE 18- ATTACHMENTS

The Following attachments are an integral part of this Subaward Agreement:

- 1) Attachment A: Statement of Work
- 2) Attachment B: Budget
- 3) Attachment C: Subrecipient certifications

#### ARTICLE 19- INDEPENDENT CONTRACTOR

In performing activities under this Subaward Agreement, Arkansas State University - Jonesboro shall be considered as an independent contractor and

shall not be entitled to any benefits applicable to employees of UPRM. The employees of Arkansas State University - Jonesboro shall not be considered as employees of the UPRM. Nothing in this Subaward Agreement will be deemed to create an employer-employee or principal-agent relationship between UPRM and Arkansas State University - Jonesboro employees, consultants, agents or independent contractors.

#### ARTICLE 20- REPORTING REQUIREMENTS

Reports shall be submitted to UPRM as follows:

Dr. Paul C. Sikkell, Arkansas State University - Jonesboro Principal Investigator will provide UPRM Principal Investigator, Ruperto Chaparro, annual technical progress reports, and any other interim reports required by sponsor. A final technical report shall be submitted to UPRM Principal Investigator within sixty (60) days of the Completion Date or earlier termination.

Arkansas State University - Jonesboro shall notify UPRM within forty five (45) days after Arkansas State University - Jonesboro Principal Investigator and/or Researchers disclose invention(s) made in the performance of this Subaward Agreement to Arkansas State University - Jonesboro personnel responsible for intellectual property protection and licensing. A final patent report shall be submitted to UPRM within sixty (60) days of the Completion Date or earlier termination. A negative report is required.

#### ARTICLE 21- WAIVER

No waiver of any term, provision or condition of this Subaward Agreement whether by conduct or otherwise in any one or more instances shall be deemed to be or construed as a further or continuing waiver of any such term, provision or condition, or of any other term, provision, or condition of this Subaward Agreement.

#### ARTICLE 22- MODIFICATION OR AMENDMENT

Amendments and modifications to this Subaward Agreement shall only be in writing and signed by an authorized representative of the UPRM and Arkansas State University - Jonesboro.

#### ARTICLE 23- INCORPORATED TERMS OF THE PRIME AGREEMENT

This Subaward Agreement is subject, where applicable, to the terms and conditions of the Prime Agreement.

#### ARTICLE 24- ENTIRE AGREEMENT

This writing contains the entire agreement of the parties and there are no promises, understandings, or agreements of any kind pertaining to this Subaward Agreement other than those written in this Subaward Agreement. This Subaward Agreement supersedes any previous written or oral representations, statements, negotiations, or agreements.

#### ARTICLE 25- SEVERABILITY

In the event that any term or provision of this Subaward Agreement or any application of a term or provision of this Subaward Agreement is deemed illegal, invalid, unenforceable or void, the parties agree that another provision that is legal and enforceable and achieves the same objective will be submitted. If that is not possible, then the parties shall be relieved of all obligations arising under the provision. If the remainder of this Subaward Agreement is not affected by such declaration or finding and is capable of substantial performance, then the remainder shall be enforced to the extent permitted by law.

#### ARTICLE 26- CONFIDENTIAL INFORMATION

It is expected that the Research Project object of this Subaward Agreement will be carried out without any of the parties disclosing Confidential Information to the other parties. However, if in the performance of the attached statement of work, Arkansas State University - Jonesboro Principal Investigator requires access to information either UPRM or the Prime Sponsor considers confidential ("Confidential Information"), or UPRM or the Prime Sponsor requires access to information that Arkansas State University - Jonesboro considers confidential, and should it become necessary to disclose any Confidential Information, the parties will notify each other in advance of such disclosure and will negotiate in good faith the rights and obligations of the Parties with respect to the protection of such Confidential Information.

#### ARTICLE 27- EXPORT CONTROL

UPRM is subject to United States laws and regulations controlling the export of goods, software and technology including technical data, laboratory prototypes and other commodities. UPRM policy is to comply with all applicable laws and regulations including the Arms Export Control Act, the International Traffic in Arms Regulations ("ITAR"), the Export Administration Regulations ("EAR") and the laws and regulations implemented by the Office of Foreign Assets Control, U.S. Department of the Treasury ("OFAC").

Diversion contrary to U.S. law prohibited. The transfer of certain technical data, services and commodities may require a license from the cognizant agency of the United States Government and/or written assurances by Arkansas State University - Jonesboro that it will not re-export or retransfer the data or commodities, or other prohibited information, to certain foreign countries without prior approval of the cognizant US government agency. While UPRM agrees to cooperate in securing any license that the cognizant agency deems necessary in connection with this Subaward Agreement, the UPRM cannot guarantee that such licenses will be granted. Arkansas State University - Jonesboro agrees to obtain permission from the US government to re-transfer or re-export for any goods, software and technology that requires such authorization and will not allow any U.S. origin goods, software or technology to be used for any purposes prohibited by United State law, including, without limitation, support for terrorism or for the development, design, manufacture or production of nuclear, chemical or biological weapons of mass destruction.

#### ARTICLE 28- ASSIGNMENT

This Subaward Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign this Subaward Agreement without the prior written consent of the other party, except to a successor to all or substantially all of its business and assets. Any attempted assignment in violation of this Article 28 is void.

#### ARTICLE 29- REPRESENTATIONS AND WARRANTIES

In no event shall UPRM or the Prime Sponsor, its trustees, directors, officers, employees, students and affiliates, be liable for incidental or consequential damages of any kind, including economic damages or injury to persons or property and lost profits, unless UPRM or the Prime Sponsor was advised, had other reasons to know, or in fact knew of the possibility of the foregoing and failed to notify Arkansas State University - Jonesboro of the same. This Article shall survive the expiration or earlier termination of this Subaward Agreement.

#### ARTICLE 30- ACCEPTANCE AND VALIDITY

This Subaward Agreement shall not be considered accepted or effective until signed below by authorized representatives of both of the parties. By signing below, each individual warrants that he or she is authorized to legally bind his or her organization to this Subaward Agreement.

**For the University of Puerto Rico  
Mayagüez Campus:**

*Marisol Vera*

Dr. Marisol Vera  
Acting Director  
Research and Development Center

Date: Oct. 22, 2014

Ruperto Chaparro, MA  
Principal Investigator

Date: 9-29-14

**For the Arkansas State University - Jonesboro:**

Andrew Sustich  
Digitally signed by Andrew Sustich  
DN: cn=Andrew Sustich, o=Arkansas State  
University, ou=Research and Tech Transfer,  
email=sustich@state.edu, c=US  
Date: 2014.09.18 13:16:21 -0500

Dr. Andrew Sustich  
Vice Provost for Research  
and Graduate Studies

Date: 09/18/2014

*Paul Sikkel* (RLC)

Dr. Paul C. Sikkel  
Principal Investigator

Date: 9/18/2014

Active in the Central Contractor Registration (CCR):  Yes  No