

Subagreement No. R-92-1-08

Prime Awardee ("University") University of Puerto Rico Sea Grant College Program PO Box 9011 Mayagüez, PR 00681-9011	Subrecipient ("Subrecipient") Adesh Ramsubhag Department of Life Sciences The University of the West Indies St. Augustine, Trinidad, W.I.
University PI: Ruperto Chaparro	Subrecipient PI: Adesh Ramsubhag
Source of Funding: Prime Sponsor: National Oceanic and Atmospheric Administration/National Sea Grant College Program Prime Agreement No: NA06OAR4170016 CFDA #: 11.417	Proposal/Project Title: "Rapid Detection and Quantification of Fecal Pollution in the Caribbean"
Start Date: July 11, 2008	Amount Awarded: \$11,700
End Date: January 31, 2009	Cost-share Required: \$11,000
<input checked="" type="checkbox"/> Cost Reimbursable <input type="checkbox"/> Fixed Price	Payment Schedule: <input checked="" type="checkbox"/> Monthly for expenses incurred and invoiced <input type="checkbox"/> Quarterly <input type="checkbox"/> Other:
Technical Report Submission Requirements: Annual reports are required. Deadline and format are to be notified when information is made available by the National Sea Grant Office.	

Terms and Conditions

- 1) University hereby awards a Subagreement as described above to Subrecipient. The statement of work and budget for this Subagreement are appended as Attachments 1 and 2 respectively. In its performance of the Subagreement, Subrecipient shall be an independent entity and shall not be considered in any way an employee or agent of University.
- 2) This project forms part of a three institution collaborative research whose partners are the Georgia College and State University, the University of Puerto Rico Mayagüez Campus and the University of West Indies – Trinidad represented by Dr. Dave Bachoon, Dr. Ernesto Otero and Dr. Adesh Ramsubhag, respectively as Investigators.
- 3) Subrecipient shall invoice University as noted above for allowable costs or in accordance with the payment schedule identified above. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include detailed current and cumulative costs, Subagreement number, and certification as to truth and accuracy of invoice. *Invoices that do not reference University's Subagreement number shall be returned to Subrecipient.* Cost-sharing, if required, should be reported with each invoice. Payments will be made from the University account number 535433. Payments may be withheld until receipt of required cost-share, reports, and/or close-out documentation. Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party referenced in Attachment 3.
- 4) All payments shall be considered provisional and subject to adjustment in the event adjustment is necessary as a result of an adverse audit finding against the Subrecipient. Subrecipient agrees to permit University, its agents and/or federal auditor(s)/official(s) to have access to its records and financial records as may be necessary.
- 5) Matters concerning the technical performance of this Subagreement should be directed to the appropriate party's Principal Investigator, as shown in Attachment 3. Technical reports are required as shown above.
- 6) Matters concerning the request or negotiation of any changes in the terms, conditions, amounts cited, or attachments in the Subagreement must be directed to the appropriate party's Administrative Contact, as shown in Attachment 3. Any such changes made to this Subagreement require the written approval of each party's Authorized Official, as shown in Attachment 3. All amendments to this Subagreement shall be made in writing and shall be executed by both parties.
- 7) Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors to the extent allowed by law.
- 8) This Subagreement may be terminated by 30-day written notice from either party. Upon receipt of a notice of termination, the receiving party shall take immediate steps to stop the accrual of any additional obligations which might require payment.
- 9) Neither party to this Subagreement shall use the name of the other party in any publicity or advertising without the advance written approval of the other party.
- 10) If applicable, referenced and/or attached to this Subagreement as Attachment 4, and hereby incorporated by reference, are flow-down provisions of the Prime agreement. Subrecipient shall comply with all terms and conditions of the flow-down provisions.

For purposes of this Subagreement, terms contained in those attachments and in other applicable acquisition regulation references, such as "Buyer," "Client," a company name, "Government," and equivalent terms referring to University of Puerto Rico's client, shall be deemed to mean Puerto Rico University; and terms such as "Contractor," "Seller," "Vendor," and equivalent terms shall be deemed to mean Subrecipient. Substitutions shall be made as appropriate and in accordance with Federal law.

11) By signing below, Subrecipient makes the certifications and assurances:

- i) Certification Regarding Lobbying (Section 1352, Title 31, U.S. Code);
- ii) Debarment, Suspension, and Other Responsibility Matters (DHHS Code of Federal Regulations Title 45 CFR Part 76);
- iii) Subrecipient certifies that it has in effect a written and enforced administrative process to identify and manage, reduce, or eliminate conflicting interests with respect to all research projects for which funding is sought. Prior to the expenditure of any funds under this Subagreement, the Subrecipient will report to the University the existence of any conflicting interest found by the Subrecipient and will assure that the interest has been managed, reduced, or eliminated.
- iv) The Subrecipient must comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this Subagreement. In the absence of available license exemptions or exceptions (including exemptions for fundamental research, etc.), the Subrecipient must obtain the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance. The Subrecipient must obtain export licenses, if required, before using foreign persons in the performance of this Subagreement, where the foreign person will have access to export-controlled technical data or software. The Subrecipient is responsible for all regulatory record-keeping requirements associated with the use of licenses and license exemptions and exceptions.

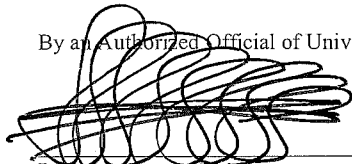
12) The following General Terms and Conditions are hereby incorporated by reference:

- i) Department of Commerce Financial Assistance Standard Terms and Conditions
- ii) OMB Circular A-21 "Cost Principles for Educational Institutions"
- iii) OMB Circular A-133 "Audits of States, Local Government, and Non Profit Organizations"
- iv) For Federal flow-through funding, rights to patents and inventions shall be determined in accordance with 37 CFR 401.
- v) All prior approval requests and all understandings or agreements pertaining to the conduct of the work shall be directed to the University and not to the federal awarding agency.

13) Special Terms and Conditions:

None See Attachment 4

By an Authorized Official of University:

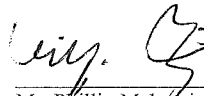


Ruperto Chaparito, M.A.
Director
Sea Grant College Program

1-7-08

Date

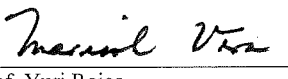
By an Authorized Official of Subrecipient:



Mr. Phillip Mahataj
Campus Bursar (Ag)
University of the West Indies
St. Augustine
Trinidad

June 25 2008

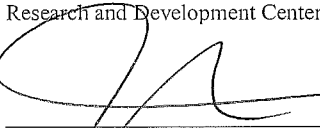
Date

Yuri 

Prof. Yuri Rojas
Director
Research and Development Center

7-7-08

Date



Dr. Jorge I. Vélez Arocho
Chancellor

July 10th 2008

Date

- Attachment 1 – Subrecipient Scope of Work
- Attachment 2 – Subrecipient Budget
- Attachment 3 – University and Subrecipient Contacts
- Attachment 4 – Special Terms and Conditions (if applicable)