

SUBAGREEMENT NO.

THIS SUBAGREEMENT, hereinafter referred to as SUBAGREEMENT, is entered into by and between OREGON STATE UNIVERSITY, hereinafter called UNIVERSITY and XXXXX, hereinafter called SUBCONTRACTOR, under Prime Award: Grant No. [XXXXXX] from [Agency]

REFERENCE:

Subcontractor PI:

Project Title:

Period of Performance:

Award Amount:

ARTICLE 1. Scope of Work

SUBCONTRACTOR's Principal Investigator Dr. XXXX will perform work as directed by UNIVERSITY's Principal Investigator Dr. XXXXX within the scope of Attachment 1.

ARTICLE 2. Relationship

SUBCONTRACTOR agrees that in all matters relating to this SUBAGREEMENT it shall be acting as an independent contractor and shall assume and pay all liabilities and perform all obligations imposed in the performance of this SUBAGREEMENT. SUBCONTRACTOR shall have no authority to bind UNIVERSITY.

ARTICLE 3. Administrative Requirements and Allowable Costs

This SUBAGREEMENT is subject to the Prime Award terms. Allowable Costs under this SUBAGREEMENT are expenditure determined by the UNIVERSITY to comply with the terms of this SUBAGREEMENT, including Attachment 2 (Budget), Prime Award terms and conditions, Uniform Guidance or the Federal Acquisition Regulations Subpart 31.3.

In the event of an inconsistency or conflict among the provisions of this SUBAGREEMENT the terms and condition of the Prime Award shall prevail.

ARTICLE 4. Invoicing & Payment

Monthly invoices must include a certification that costs are accurate and allowable; final invoice due within 60 days of termination.

Send to: Oregon State University
Office for Sponsored Research and Award Administration
312 Kerr Administration Bldg.
Corvallis, OR 97331-2140
Email: Subawards@oregonstate.edu

ARTICLE 5. Equipment

If equipment is purchased Under the SUBAGREEMENT, title to equipment shall be subject to the Prime Award terms and conditions.

ARTICLE 6. Closeout

Closeout requirements due no later than 30 days from termination date: Final invoice, to include final cost share (if applicable), any equipment purchased (if applicable), copy of the invention disclosure (if applicable), should be submitted to subawards@oregonstate.edu. The final progress report should be submitted to UNIVERSITY's Principal Investigator.

ARTICLE 7. Publications

Submit draft publications to UNIVERSITY 30 days prior to publication for review.

ARTICLE 8. Intellectual Property

All rights, title, and interest in any inventions, copyrightable materials, computer software, semiconductor mask works, tangible research property, and trademarks ("Intellectual Property") conceived, developed, or reduced to practice solely by SUBCONTRACTOR shall vest in SUBCONTRACTOR.

All rights, title, and interest in any Intellectual Property conceived, developed, or reduced to practice solely by UNIVERSITY shall vest in UNIVERSITY.

Any Intellectual Property jointly conceived, developed, or reduced to practice by both parties shall be jointly owned by UNIVERSITY and SUBCONTRACTOR.

ARTICLE 9. Termination

UNIVERSITY may immediately terminate SUBAGREEMENT if Agency terminates prime award for any reason. SUBAGREEMENT may be terminated by mutual consent upon 30-days written notice.

UNIVERSITY by written notice of default (including breach of contract) to SUBCONTRACTOR may terminate the whole or part of this SUBAGREEMENT.

ARTICLE 10. Insurance

If not covered by a state-administered insurance fund, SUBCONTRACTOR shall maintain, at its own expense, general liability insurance (or equivalent self-insurance) with minimum limits of **\$1,000,000 per occurrence** for both general and auto liability. Policies must be issued by an insurer authorized in Oregon and include Oregon State University, its officers, employees, and agents as additional insured.

ARTICLE 11. Indemnification

Each party agrees to indemnify the other for liabilities arising from its own negligent actions under this Subagreement, subject to applicable law. Neither party is responsible for liabilities caused by the wrongful acts of the other party’s employees or agents.

ARTICLE 12. Notices

To SUBCONTRACTOR:

To UNIVERSITY:

Jennifer Creighton, Associate VP for Research Administration,
Office for Sponsored Research and Award Administration
Oregon State University
312 Kerr Administration Building
Corvallis, OR 97331-2140
Phone: 541-737-4933
Email: Subawards@oregonstate.edu

THIS SUBAGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF

THIS SUBAGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES.

SUBCONTRACTOR's NAME OREGON STATE UNIVERSITY

_____	_____	_____	_____
Name	Date	Name:	Date
Title:		Title:	
FEIN: _____			
UEI: _____			

Attachments

- 1. Scope of Work
- 2. Budget
- Exhibit A: Prime Award

DRAFT