

AGREEMENT _____

Between
SPONSOR

And

The University of North Carolina at Charlotte

THIS AGREEMENT, made and entered into this _____ day of _____ 20____, by and between _____ (hereinafter called "**Sponsor**") and **The University of North Carolina at Charlotte**, (hereinafter called "**Subcontractor**").

WHEREAS, **SPONSOR** has entered into **Contract No.** _____ (hereinafter "**Contract**") with _____ (hereinafter called "**Agency**"), to conduct a project entitled " _____", _____ (hereinafter "**Project**") and,

WHEREAS, **SPONSOR** desires to contract with **Subcontractor** to perform certain technical or professional services related to the **Project** as hereinafter described; and,

WHEREAS, **Subcontractor** desires to contract with **SPONSOR** to perform such services under the terms and conditions as set forth below;

NOW, THEREFORE, in consideration of the mutual promises and such other valuable consideration as shall be set out herein, the parties hereto mutually agree to the following terms and conditions;

1) Statement of Work

Subcontractor shall perform certain technical or professional services as described in the attached Statement of Work, **Exhibit A**.

2) Period of Performance

The period of this Agreement begins on _____ and expires on _____, unless terminated earlier or extended by the mutual written agreement of both parties.

3) Fiscal Consideration

Sponsor will compensate **Subcontractor** an amount not to exceed **\$ 00,000.00** (_____ **and no/100**) in accordance with Section 5 below and the budget set forth in the Statement of Work incorporated herein as Exhibit A.

4) Communications

SPONSOR:

Contract Administrator:

Technical Representative

SPONSOR
ADDRESS
CITY, STATE, ZIP
Email:
Telephone: (704) -
Fax: (704) -

SPONSOR
ADDRESS
CITY, STATE, ZIP
Email:
Telephone: (704) -
Fax: (704) -

The University of North Carolina at Charlotte

Sub Contract Administrator:

Technical Representative

The University of NC at Charlotte
9201 University City Boulevard
Charlotte, NC 28223
Email:
Telephone: (704) 687-
Fax: (704) 687-_____

The University of NC at Charlotte
9201 University City Boulevard
Charlotte, NC 28223
Email:
Telephone: (704) 687- _____
Fax: (704) 687- _____

5) Method of Payment and Audit

Subcontractor shall invoice **Sponsor** monthly for the prior month, in accordance with the budget included in Exhibit A. **SPONSOR** agrees to pay said invoices within 30 days of the invoice date. **Subcontractor** reserves the right to discontinue work in accordance with the Termination clause set forth in Article 8 should **SPONSOR** fails to pay invoices rendered by subcontractor within the time herein specified.

Subcontractor will maintain and make available detailed expenditure documentation sufficient for a proper pre and post audit thereof. **Subcontractor** shall send all invoices to:

Invoices shall be emailed to:
_____, Business Manager
Sponsor company name
Street address
City, State & Zip
(XXX) xxx-xxxx
Email:

Audit records in support of all costs billed should be retained for a period of three years after the end of the Project period. The final invoice for expenditures must be submitted within 30

days from the date this subcontract expires.

6) Regulatory Data

The **Agency** awarded the prime contract (**Contract No.** _____) to **Sponsor**. All federal administration requirements and regulatory data required by **Agency** and **Sponsor** shall be applicable to this Agreement as appropriate. All conditions in the prime contract binding on **Agency** and delegated to **Sponsor** by the **Agency** in the **Contract**, as set forth in **Exhibit B**, shall become binding upon **Subcontractor**. **Subcontractor** assumes sole responsibility for reimbursement to **Sponsor**, a sum of money equivalent to the amount of any expenditure disallowed should the **Agency**, or another authorized agency rule through audit exception that expenditures from funding allocated to **Subcontractor** through **Sponsor** for direct and/or indirect costs were not made in compliance with the regulations of the **Prime** or the provisions of this award.

7) Reporting Procedure

Subcontractor agrees to provide **Sponsor** with all documentation and reports necessary for **Sponsor** to complete, in a timely manner, all reports required by the **Agencies Contract**, incorporated herein as Exhibit B.

8) Termination

1. If the **Contract** should be terminated during the performance of this subcontract, or should the **Contract** funding for support be deleted or reduced, **Sponsor** may, by written notice to **Subcontractor**, terminate this Agreement upon reasonable notice consistent with the termination of the **Contract**.
2. Either party may terminate this Agreement at any time, for any reason, upon no fewer than thirty (30) days' notice in writing to the other party by Certified Mail, Return Receipt requested.
3. In the event of termination prior to the expiration date, **Subcontractor** shall be reimbursed for all allowable, allocable, and reasonable costs incurred through the date of termination

9) Amendments

Amendments to this Agreement may be made only in writing signed by **Sponsor** and **Subcontractor**. This Agreement embodies the entire understanding and undertaking of the parties, and no amendment to this Agreement shall be valid unless in writing signed by an authorized signatory for both the **Sponsor** and **Subcontractor**.

10) Export Controls:

It is understood that both parties are subject to U.S. laws and regulations controlling the export of certain items, commodities, defense articles, Confidential Information, proprietary

technical data, or source code, collectively hereafter referred to as "Items." Each party is obligated to comply with applicable U.S. export laws and regulations (including the Arms Export Control Act, as amended, and the Export Administration Act of 1979). Prior to providing any Items which are subject to U.S. export laws and regulations, and prior to furnishing any Items where oral instruction or inspection may disclose technical data subject to such export controls, the disclosing party shall notify receiving party's contracting officer in writing of the Items and applicable export controls. Receiving party shall have the right to decline or limit the receipt of such Items, and any task requiring receipt of such Items. The transfer of Items may require a license from the cognizant agency of the U.S. government. The parties agree to cooperate in securing any license which the cognizant agency deems necessary in connection with this Subcontract.

11) Independent agent

Subcontractor is an independent agent and not an employee or agent of **Sponsor**, and **Sponsor** shall not be liable for the actions of **Subcontractor** nor shall **Subcontractor** be liable for the actions of **Sponsor**. It is understood that **Subcontractor**, an agency of the State of North Carolina, is limited in any claims that may be made against it in accordance with the North Carolina State Tort Claims Act.

12) Confidentiality. The parties agree as follows:

a. It is agreed that **University** or **Prime** may, from time to time, make available to the other party's employees, agents, or students confidential information. Confidential information means information disclosed to the other party's personnel which is designated by the disclosing party at the time of disclosure either orally or in writing as confidential information. Verbal notification as to the confidential nature of the information disclosed will be confirmed by written notice to the other party within 15 days of disclosure. It is the responsibility of the disclosing party to clearly and unambiguously identify to the receiving party any and all classified information disclosed under this Subcontract at the time of disclosure and to ensure that all marking requirements are met so that classified information will be treated as Confidential Information. Confidential Information will only be disclosed to a party's employees, agents, or students as needed to fulfill the obligations of this Subcontract. It is further agreed that such confidential information disclosed to or obtained by the other party will be treated as strictly confidential and that the other party's personnel will not at any time directly or indirectly, without the prior written consent of the disclosing party, develop, disclose, offer to divulge, furnish, or make known or accessible to anyone whatsoever for the use or benefit of anyone other than the disclosing party any such information. All records, in whatsoever form disclosed, containing such information or copies thereof shall be and remain the property of the disclosing party and shall be returned to that party upon request or at the termination of the Agreement for any reason. Subcontractor shall not disclose information concerning work under this Subcontract to any third party, unless such disclosure is necessary for the performance of the subcontract effort. No news releases, public announcement, denial, or confirmation of any part of the subject matter of this Subcontract or any phase of any program hereunder shall be made without prior written consent of **Prime**. Failure to comply with the provisions of this Clause may be cause for termination of this subcontract. This confidentiality obligation shall survive termination of the Agreement for a period of five (5)

years.

The obligations of confidentiality and nondisclosure shall not apply to:

- a. Information which is or becomes public knowledge through no fault of the party to whom it was disclosed as confidential.
- b. Information disclosed to the second party by a third party entitled to disclose.
- c. Information already known to the second party or information independently developed by the second party without the assistance of the disclosing party's confidential information as evidenced by written records of the second party's personnel.
- d. Information which is required by law to be disclosed; provided that the second party shall give the disclosing party as much advance notice as possible of any such request.

13) Warranty and Representation

13.1 Nothing in this Agreement shall be construed as:

13.1.1 A warranty or representation by University as to the patentability, validity, or scope of any of the Sponsor IP or that any patent will issue thereon;

13.1.2 A warranty or representation that anything made, used, sold, or otherwise disposed of under any license granted under separate written instruments is or will be free from infringement of patents or proprietary rights of third parties; or

13.1.3 An obligation to bring or prosecute actions or suits against third parties for infringement.

13.2 Except as expressly set forth in this Agreement, **Sponsor** makes no representations and extends no warranties of any kind, either express or implied. There are no express or implied warranties of merchantability or fitness for a particular purpose, or that the use of any products and services related to Sponsor IP will not infringe any patent, copyright, trademark, or other rights. **Sponsor** makes no representations as to the usefulness of Sponsor IP: if **Subcontractor** chooses to exploit it in any manner whatsoever via separate written license, Subcontractor does so at its own risk.

14) Governing Law

This agreement is acknowledged to have been made and shall be construed and interpreted in accordance with the laws of the State of North Carolina.

15) Entire Agreement

This Agreement constitutes the entire understanding between the parties. No other terms and conditions, be they consistent, inconsistent, or additional to those contained herein, shall be binding upon **either party**, unless and until such terms and conditions have been specifically accepted in writing by both parties. The terms and conditions appearing in this Agreement shall supersede and replace any and all terms and conditions contained in any previous agreement between the parties. Any Purchase order issued shall be for fiscal purposes only.

Subcontractor

University of North Carolina at Charlotte

_____ Date: _____
Authorized Signatory
print name
Title

Sponsor

_____ Date: _____
Authorized Signatory
print name
Title

Exhibit A: Statement of Work for UNC-Charlotte Subcontract and Fee Schedule

Exhibit B: Sponsor Contract

AMENDMENT I

To: Agreement Number _____
Title: “ _____ ”

Between: _____
And
The University of North Carolina at Charlotte

This amendment provides for _____ as follows:

1. Scope of Work:

Subcontractor shall perform certain technical or professional services as described in the attached Statement of Work, **Exhibit A**.

2) Period of Performance

The period of this Agreement begins on _____ and expires on _____, unless terminated earlier or extended by the mutual written agreement of both parties.

3) Fiscal Consideration

Sponsor will compensate **Subcontractor** an amount not to exceed \$ **00,000.00** (_____ **and no/100**) in accordance with Section 5 below and the budget set forth in the Statement of Work incorporated herein as Exhibit A.

All other terms, conditions, and items of the contract remain unchanged.

Subcontractor

University of North Carolina at Charlotte

_____ Date: _____
Authorized Signatory
print name
Title

Sponsor

_____ Date: _____
Authorized Signatory
print name
Title