

**STANDARD
SUBAWARD AGREEMENT
BETWEEN
THE REGENTS OF THE UNIVERSITY OF NEW MEXICO
AND
SUBRECIPIENT**

<NOTE: This standard agreement assumes that the prime funding source is a federal agency, and that the subrecipient is a nonprofit, or state, local, or Indian government. If the subrecipient is not one of these entities, do not use this agreement without modification; some clauses will not be appropriate. All instructions contained in "< >" should be removed and/or decided before sharing this document with a potential subawardee.>

This Subaward Agreement ("Agreement") is made on _____<date>, by and between the Regents of the University of New Mexico ("UNM") and _____, a _____, as subrecipient ("SUB").

WHEREAS, UNM has received prime funding from _____ ("Sponsor") for the purpose of performing work for the project entitled "_____" and funded under Grant Number _____ <or identify Cooperative Agreement> ("the Prime Agreement"), which is reflected in the attached Exhibit D; and

WHEREAS, UNM is authorized and desires to enter into a subagreement for the partial performance of its responsibilities under the Prime Agreement; and

<optional> WHEREAS, UNM and SUB entered into a certain Teaming Agreement dated _____ ("Teaming Agreement") contemplating this Subaward Agreement; and

WHEREAS, SUB desires to enter into an agreement with UNM to perform the work described below;

NOW THEREFORE, in consideration of the promises contained in this Agreement, the parties agree as follows:

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ARTICLE 1. STATEMENT OF WORK

SUB shall provide the necessary personnel, services, equipment and facilities to conduct the work as described in Exhibit A, which is attached and incorporated in this Agreement by this reference. SUB shall not deviate significantly from the described statement of work without the prior written approval of UNM. The work to be performed by SUB shall be under the overall cognizance and direction of the UNM Principal Investigator.

ARTICLE 2. PERIOD OF PERFORMANCE

This Agreement shall commence on _____, and shall terminate on _____.

Expenses subsequent to the termination date of this Agreement shall not be reimbursed. The period of this Agreement may be extended by the mutual written consent of both parties.

<optional; for nonprofits, universities and hospitals only. Expenses prior to 90 days require prior approval, OMB A-110, Section __.25> Preaward expenses necessary to the performance of work under Article 1 which are incurred no more than ninety (90) days prior to the effective date of this Agreement shall be eligible for reimbursement as if they were incurred during the term of this Agreement. Provided, however, that such expenses shall be reimbursable only if they were incurred on a date for which expenses are reimbursable under the Prime Agreement.

ARTICLE 3. COST REIMBURSEMENT

UNM shall reimburse SUB for direct and indirect costs incurred under the terms and conditions of this Agreement, subject to the following conditions:

- to the extent they are allowed and allowable to UNM by the Sponsor
- within the amounts and categories set forth in the Budget, a copy of which is attached to this Agreement as Exhibit B, and incorporated herein.

ARTICLE 4. METHOD FOR PROCESSING PAYMENT

1. A detailed statement of actual expenditures incurred for the previous month (sample reimbursement voucher Exhibit C) shall be submitted for review and approval.

Two (2) copies of the accounting of funds certified by the appropriate financial officer of SUB shall be submitted to UNM monthly:

University of New Mexico
Contract and Grant Accounting Office
Scholes Hall, Room 206
Albuquerque, NM 87131

2. The accounting of funds shall indicate current period and cumulative cost totals for the approved budget categories.
3. Payment for costs questioned by UNM may be withheld until SUB provides adequate documentation to substantiate the costs as proper under the terms of

the Prime Agreement and this Agreement. The final accounting of funds must be submitted no later than 30 days after the termination of this Agreement and must be marked "Final" by SUB for inclusion in UNM's financial status report to Sponsor.

4. SUB may request in writing to establish a system of payment in advance. Such request shall be in writing made to UNM, pursuant to the Notice provisions of Article 30. Such requests will be granted only if SUB demonstrates to UNM's reasonable satisfaction that it can maintain written procedures minimizing the time elapsing between the transfer of funds and disbursement, and that it maintains financial management systems consistent with federal requirements.

ARTICLE 5. AUDIT REQUIREMENTS AND RECORDS EXAMINATION

SUB shall establish and maintain an adequate system of internal accounting controls as required for prudent business and accurate fiscal records and supporting documentation for all accounting transactions of the program's activities. Records shall be consistent with generally accepted accounting principles and in accordance with the federal granting agency's requirements.

SUB shall comply with audit requirements contained in the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-07) and OMB Circular A-133. A copy of SUB's most recently released financial statement and independent audit (as defined in the above Circular) shall be provided to UNM's Office of Research Services, Scholes Hall Room 102, Albuquerque, NM 87131-6003 for review along with the executed copy of this Agreement. Thereafter, these reports should be prepared and sent annually to University of New Mexico, Contract and Grant Accounting Office, Scholes Hall Room 206, 505/277-4721, Albuquerque, NM 87131.

If UNM's review of SUB's audit report detects instances of noncompliance with federal laws and regulations, UNM may notify SUB that appropriate corrective action must be taken within thirty (30) days. Failure to correct may result in suspension or termination of this Agreement, as well as the return of expenses inappropriately reimbursed under this Agreement, at the election of UNM.

SUB shall permit independent auditors to have access to the records and financial statements of SUB as necessary to comply with the appropriate OMB Circular and this Agreement.

SUB shall permit UNM, the Sponsor, or their duly authorized representatives to examine or audit any or all of its records related to this Agreement at any reasonable time. In the event an audit of SUB's records reveals a discrepancy in any fiscal year of either more than ten (10%) percent or more than \$10,000, SUB shall reimburse UNM for the cost of the audit.

ARTICLE 6. RECORDS RETENTION

SUB shall preserve its fiscal records and supporting documentation during the term of this Agreement for a period of three years from the date of termination of this Agreement if an audit to the satisfaction of OMB Circular A-133 has occurred by that time. If such audit has not occurred, the records must be retained until five (5) years following the end of the performance period to which they pertain or until audit, whichever comes first. If any litigation, claim or audit is started before the expiration of the retention period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

ARTICLE 7. KEY PERSONNEL

UNM's Principal Investigator is _____. The UNM Principal Investigator is not authorized to amend or alter this Agreement. SUB's Principal Investigator is _____. SUB is not authorized to change Principal Investigator without written approval from UNM. All changes must be documented by a formal written modification, signed by authorized parties and attached to this Agreement.

ARTICLE 8. REPORTS AND REPORT DISTRIBUTION

The requirements for any required annual and final technical, financial and patent reports are set forth in Exhibit A and Exhibit E.

ARTICLE 9. INDEMNIFICATION <FOR NONGOVERNMENT SUBS>, LIABILITY & RELEASE

<for nongovernment SUBs> SUB shall indemnify, save and hold harmless UNM, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by SUB, or its employees, agents, or assignees pursuant to the terms of this Agreement.

<for government SUBs> Subject to the limitations and provision of the New Mexico Tort Claims Act, 41-4-1 et seq., NMSA 1978, where applicable, each party acknowledges and represents that it will be responsible for any claims or damages by third parties to the extent they result from its negligent acts or omissions in the performance of this contract as determined by a court of competent jurisdiction.

<for all> SUB, upon final receipt of the amount due under this Agreement, releases UNM, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement. SUB agrees not to purport to bind UNM to any obligations not assumed herein by UNM, unless SUB has express written authority to do so, and then only within the strict limits of that authority.

In the event of breach, neither Party shall be liable for consequential, incidental, or special damages, except as provided by this Agreement, nor shall UNM be liable for an amount greater than the total amount of money to be paid as consideration for the services rendered under this Agreement.

ARTICLE 10. INSURANCE

<for nongovernment SUBs> SUB shall maintain liability insurance coverage at least equal to the maximum liability amounts set forth in the New Mexico Tort Claims Act, § 41-4-1 et seq. NMSA 1978, as it now exists or may be amended. The insurance must be written by a company authorized to do business in New Mexico protecting UNM as an additional-named insured. The insurance must remain in force for the life of the Agreement, including all contract extensions or renewals. Proof of such insurance shall be provided in the form of a certificate of insurance or a copy of the insurance policy, and such proof of insurance shall be delivered to UNM upon signature of this Agreement. SUB will maintain workers' compensation coverage covering all employees performing work under this Subaward Agreement.

Upon written approval of UNM, a reasonable self-insurance mechanism may substitute for commercial coverage.

ARTICLE 11. EQUAL OPPORTUNITY

In performing this Subaward Agreement, SUB shall be an equal opportunity employer and shall conform to all affirmative action and nondiscrimination requirements; accordingly, SUB shall neither discriminate nor permit discrimination in its operations or employment practices against any person or group of persons on the basis of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, medical condition, sexual preference or prior military involvement, in any manner prohibited by law.

SUB shall incorporate the requirements of this section in all lower tier subawards.

ARTICLE 12. GOVERNING LAW

<waivable if SUB is out-of-state government entity> The laws of the State of New Mexico and, if applicable, the United States, and rules and regulations issued pursuant to those laws shall be applied in the interpretation, execution, and enforcement of this Agreement.

ARTICLE 13. ASSIGNMENTS

This Agreement is not assignable in whole or in part, without written consent of both parties. Any such attempted assignment shall be void and of no legal effect. In particular, SUB may not issue further subawards under this subaward without UNM's written approval.

ARTICLE 14. ALLOWABLE COSTS

The allowability of costs shall be determined in accordance with the provisions of OMB Circulars A-21, and of A-110 (for institutions of higher education, hospitals, and other nonprofit institutions) or the Grants Management Common Rule (for state, local and Indian tribal governments), in addition to any exhibits to this Agreement. Distribution of expenditures shall follow the Budget (Exhibit B).

Deviations from the Budget shall be allowed only with the prior approval of UNM, except to the extent OMB Circular A-110 or the Grants Management Common Rule, as applicable, prohibits such a prior approval requirement.

Reimbursement for indirect costs, where applicable, shall be at SUB's applicable federally negotiated rate, or if SUB has no such rate, at a rate of _____.

SUB assumes sole responsibility for reimbursement to UNM of a sum of money equivalent to the amount of any expenditures disallowed should UNM or an authorized agency rule through audit exception, or some other appropriate means, that any incurred costs are unallowable in accordance with the terms and conditions of this Agreement or the Prime Agreement.

ARTICLE 15. PROGRAM INCOME

<for grants and cooperative agreements> Program income shall be governed by OMB Circular A-110, Section __.25, or the Grants Management Common Rule, Section __.25, as applicable, subject to the provisions of any applicable federal agency regulations or directives and the Prime Agreement.

<all> SUB agrees to report to UNM program income generated by activities supported by this Agreement and to maintain appropriate records for the receipt and disposition

of such income to enable UNM to fulfill its responsibility to Sponsor. UNM may then authorize the disposition of such income in accordance with options designated by Sponsor.

ARTICLE 16. TERMINATION

Anything in OMB Circular A-110 or the Grants Management Common Rule to the contrary notwithstanding, this Agreement may be terminated as follows:

- A. If the Sponsor terminates the Prime Agreement in whole or in part for any reason, UNM may terminate this Agreement to the same extent, effective upon written notice. The conditions of the termination, including allowability of close-down costs and costs for pre-existing obligations, shall be the same conditions as the conditions imposed upon UNM by the Sponsor.
- B. Either party may terminate this Agreement, in whole or in part, with the consent of the other party, upon 60 days written notice. The terms and conditions of the termination shall be agreed upon by the Parties in writing.
- C. UNM may, upon 30 days written notice to SUB, terminate this Agreement upon a written finding that SUB has failed materially to comply with any provision(s) of this Agreement. In such event, UNM may otherwise secure the work to be performed under this Agreement, and SUB shall be liable for damages suffered by the University thereby, including incidental and consequential damages. *<last 5 words waivable for government entities>*.
- D. UNM may, upon 30 days written notice to SUB, terminate this Agreement for lack of funds, or, upon 60 days notice, for convenience.
- E. Termination costs shall be reimbursable to the extent allowable under the applicable sponsor rules and regulations.

Upon receipt or issue by SUB of a written termination notice, SUB shall cancel as many outstanding obligations under this Agreement as possible. Work shall stop, and SUB shall not incur new obligations after the effective date of termination. SUB shall deliver to UNM, for Sponsor, all work and materials produced or acquired. All liabilities and obligations of both parties shall cease and terminate, excepting any liabilities or obligations accrued under the terms hereof prior to such termination and remaining unsatisfied or ongoing at the time such termination becomes effective.

ARTICLE 17. INDEPENDENT CONTRACTOR STATUS

The relationship between the parties under this Agreement is that of independent contractors. Neither SUB nor any of its agents shall be treated as an employee of UNM for any purpose whatsoever. SUB declares that SUB has complied with all federal, state and local laws regarding business permits and licenses of any kind that may be required to carry out the said business and the tasks to be performed under this Agreement.

<non-government entities only> SUB further declares that it is engaged in the same or similar activities for other clients and that UNM is not SUB's sole or only client or customer.

<U.S. entities only--consult with UNM Tax Department for foreign entities> No federal, state, or local income, payroll or employment taxes of any kind shall be withheld or paid by UNM

with respect to payments to or on behalf of SUB, its agents or employees. SUB shall withhold and pay any taxes on behalf of its employees as required by law. The payroll or employment taxes that are the subject of this paragraph include but are not limited to FICA, FUTA, federal personal income tax, state personal income tax, state disability insurance tax, and state unemployment insurance tax.

SUB shall have complete charge and responsibility for persons employed by SUB and engaged in the performance of the specified work. SUB, its agents and employees state that they are independent contractors and not employees of UNM. SUB, its agents and employees shall not accrue leave, retirement, insurance, bonding or any other benefit afforded to employees of UNM as a result of this Agreement.

ARTICLE 18. FINANCIAL OBLIGATIONS OF UNM

This Agreement is subject to and contingent upon the continuing availability of Sponsor funds for the purpose of this Agreement.

ARTICLE 19. PRIME AGREEMENT & FEDERAL REGULATIONS INCORPORATED

The provisions of the Prime Agreement are incorporated in this Agreement by reference, as well as the uniform cost principles of OMB Circular A-21, A-87, or A-122, as applicable, and the administrative requirements and procurement standards of OMB Circular A-110 or the Grants Management Common Rule, as applicable, as follows: the provisions applicable to UNM relative to the Sponsor are made applicable to SUB relative to UNM; the provisions applicable to the Sponsor relative to UNM are made applicable to UNM relative to SUB. SUB shall incorporate the requirements of this section in any lower tier subaward agreements.

Provided, however, that if any provision of this Agreement is inconsistent with a provision of the Prime Agreement or any applicable OMB Circular, then the provisions of this Agreement shall govern, to the extent permitted by law.

SUB acknowledges that it is fully responsible for compliance with the provisions of this Paragraph and this Subaward. Any assistance UNM provides SUB regarding such compliance shall not relieve SUB of responsibility for learning, understanding, interpreting and complying with such provisions.

ARTICLE 20. COMMUNICATIONS WITH SPONSOR

SUB shall communicate with Sponsor through UNM. SUB has no authority under this subaward Agreement to communicate directly with Sponsor.

ARTICLE 21. USE OF UNM NAME

The award of this Subaward Agreement shall not be construed as an endorsement of SUB by UNM. SUB shall not use UNM's name or logo in advertising or publications, or as an endorsement, without the prior written permission of UNM.

ARTICLE 22. CERTIFICATIONS

1. Acceptance of this Agreement constitutes certification that SUB is not presently debarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency.
2. Acceptance of this Agreement constitutes certification that SUB is not delinquent on any federal debt.
3. Acceptance of this Agreement constitutes certification that to the best of SUB's knowledge and belief:
 - a. No federally appropriated funds have been paid or shall be paid, by or on behalf of SUB, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any 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 federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, SUB shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - c. SUB shall require that the language of this certification be included in the award documents for all subawards at all tiers (including agreements under contracts, grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4.
 - a. DRUG FREE WORKPLACE: SUB is in compliance with the Drug Free Workplace Act of 1988.
 - b. MISCONDUCT IN SCIENCE <waivable if no PHS funding involved>: SUB has an acceptable assurance for dealing with and reporting possible misconduct in science on file with the Offices of Scientific Integrity, PHS.
 - c. SUB assures compliance with the following and that the appropriate forms have been filed with DHHS:
 1. Title VI of the Civil Rights Act of 1964 and Executive Order 11246 and Form HHS 441 on file.
 2. Section 504 of the Rehabilitation Act of 1973 as amended and Form HHS 641 on file.
 3. Section 901 of Title IX of the Educational Amendments of 1972 (PL92-318) as amended and Form HHS 639-A on file.
5. SUB agrees to notify UNM immediately if there is any change of status in the above.

ARTICLE 23. CONFLICT OF INTEREST

SUB warrants that is presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this agreement.

ARTICLE 24. MANAGEMENT AND DISPOSITION OF PROPERTY

<institutions of higher education and nonprofits>

SUB shall comply with OMB Circular A-110, Sections _____,30 et seq. (Property Standards). As between the Parties, title to property acquired in part or in whole as a direct cost under this Agreement shall vest in SUB as provided in OMB Circular A-110, except to the extent modified by the Prime Agreement or this Subaward.

<state, local, and Indian governments>

SUB shall comply with the Grants Management Common Rule, including specifically Sections __.31 to __.34. As between the Parties, title to property acquired in part or in whole as a direct cost under this Agreement, shall vest in SUB as provided in the Grants Management Common Rule, except to the extent modified by the Prime Agreement or this Subaward.

ARTICLE 25. CONFIDENTIALITY

- A. In the performance of this Agreement, both Parties may find it necessary to disclose information which the disclosing Party deems to be proprietary and confidential. All such information shall be reduced to writing and marked "Confidential" and, if disclosed orally, shall be reduced to writing and marked "Confidential" within thirty (30) days of oral disclosure.

Except as otherwise provided in this Agreement, for a period of three (3) years after the date of such disclosure, UNM and XYZ personnel shall maintain the confidentiality of such information and shall use it solely for the purposes of this Agreement, except:

- (i) information which is or becomes publicly known through no fault of receiving Party;
- (ii) information learned from a third party entitled to disclose it;
- (iii) information already known to or developed by receiving Party before receipt from disclosing Party, as shown by receiving Party's prior written records;
- (iv) information which is published in the necessary course of the prosecution of patent applications based upon inventions developed under this Agreement;
- (v) information reasonably necessary to protect UNM's interests in a lawsuit, alternative dispute resolution process, or government investigation;
- (vi) information reasonably necessary to process insurance claims;
- (vii) to the extent required by law.

<fallback to A(vii)> as required by a court order or administrative decision.

- B. Both Parties shall use the same degree of care as they use to protect their own proprietary information to prevent the inadvertent, accidental, unauthorized or mistaken disclosure or use by their employees of confidential information disclosed by disclosing Party.

ARTICLE 26. PATENT RIGHTS

Ownership and rights to intellectual property created or first reduced to practice under this Subaward shall be determined pursuant to 37 C.F.R. 401 et seq. SUB shall promptly disclose to UNM and Sponsor all inventions (whether patentable or not) created or first reduced to practice under this Subaward.

"Background Intellectual Property" means property and the legal rights therein of either or both parties developed before or independent of this Agreement including inventions, patent applications, patents, copyrights, trademarks, mask works, trade secrets and any information embodying proprietary data such as technical data and computer software.

Either party may include its Background Intellectual Property for use in this Agreement. All Background Intellectual Property shall be clearly identified in Appendix _____. This Agreement shall not be construed as implying that either party hereto shall have the right to use Background Intellectual Property of the other in any other projects or for commercial purposes. In the event a party's Background Intellectual Property is necessary to commercialize inventions made under this Agreement, a reasonable royalty shall be paid for the Background Intellectual Property.

ARTICLE 27. COPYRIGHT AND PUBLICATIONS

SUB may copyright material developed in the course of this Agreement and permit others to do so. UNM and the U.S. government shall have a royalty-free, non-exclusive, irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, any such copyrighted or copyrightable material. SUB shall place an acknowledgment and disclaimer, as appropriate, of federal government support on any publication written or published with funds from this Agreement and, if feasible, on any publication reporting the results of or describing activities under this Agreement. The acknowledgment shall be to the effect that "*This publication was made possible by grant number _____ from [Sponsor] and a subaward from the University of New Mexico*" or "*The project described was supported by grant number _____ from [Sponsor] and a subaward from the University of New Mexico*". SUB shall incorporate the requirements of this section in all lower tier subaward agreements and grants.

<waivable for universities> SUB shall submit to UNM any proposed publication sixty (60) days prior to publication to allow UNM to secure protection for any UNM confidential information contained in the proposed publication.

ARTICLE 28. WAIVER OF BREACH

The waiver by either party of a breach of any provisions of this contract shall not operate or be construed as a waiver by that party of any subsequent breaches.

ARTICLE 29. OTHER APPLICABLE LAWS

SUB shall perform work under this contract in strict accordance with the latest adopted version of all applicable federal, State and local codes, ordinances, and regulations governing the work involved.

ARTICLE 30. NOTICES

Whenever in this Agreement it shall be provided that notice or demand be given by either party to the other, such notice or demand shall be given in writing and forwarded to the address as follows:

UNM:

SUB:

ARTICLE 31. DISPUTES AND ARBITRATION

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be first mediated in Albuquerque, New Mexico by a mediator mutually agreeable to the Parties. If the Parties cannot agree on a mediator, the parties shall each select one mediator. The two selected mediators will then select a third mediator who will mediate the dispute in Albuquerque, New Mexico.

If the mediation does not resolve the controversy or claim arising out of or relating to this Agreement, or the breach thereof, the Parties shall submit to binding arbitration pursuant to the rules of the American Arbitration Association. The arbitration shall take place in Albuquerque, New Mexico.

ARTICLE 32. CONSENT TO SERVICE OF PROCESS AND JURISDICTION

SUB hereby irrevocably submits itself to the jurisdiction of the Courts of the State of New Mexico, Bernalillo County and the jurisdiction of the United States District Court for the District of New Mexico for the purpose of any suit, action or other proceedings which may be brought by UNM against SUB arising out of or based upon this Agreement or the subject matter thereof. SUB hereby waives, and agrees not to assert, in any such suit, action, or proceedings, any claim that it is not subject to the jurisdiction of the above named courts, that such suit, action or proceeding is brought in an inconvenient forum, or that the venue of such suit, action, or proceeding is improper. SUB hereby consents to service of process by registered mail at the address to which notices are to be given and agrees that such service shall be deemed effective upon SUB as if personal service had been made upon SUB within New Mexico State, Bernalillo County.

<for nongovernment SUBs> SUB hereby waives, and agrees not to assert, in any such suit, action, or proceedings, any claim that its property is exempt from attachment or execution.

ARTICLE 33. INCORPORATIONS

Any provision required to be included in a contract of this type by any applicable and valid Executive order, federal, state or local law, ordinance, rule or regulation shall be deemed to be incorporated herein.

This Agreement, together with any and all Exhibits and attachments incorporated by reference, constitutes the full and complete understanding of the parties regarding the subject matter hereof. No modification or alteration of or addition to this Agreement

shall be effective to bind the parties hereto unless it shall be in writing signed by the parties or their authorized representatives.

ARTICLE 34. PATENT AND COPYRIGHT INDEMNITY

<for nongovernment SUBs> Seller shall indemnify University against all losses, liabilities, lawsuits, claims, expenses (including attorneys' fees), costs, and judgments incurred through third party claims of infringement of any copyright, patent, trademark or other intellectual property rights.

ARTICLE 35. HUMAN SUBJECT RESEARCH

SUB agrees that the rights and welfare of human subjects who may be involved in performance of this Subaward Agreement will be protected in accordance with procedures specified in a current Institutional Assurance appropriate for the research in question on file with the Office for Human Research Protections, HHS. SUB agrees to provide UNM with a copy of its current approved Institutional Assurance and copies of all reviews, approvals, reports and any other documents conducted under this Subaward Agreement. SUB understands that human subjects research conducted under this Subaward Agreement is subject to review by UNM's institutional review board and SUB agrees not to begin such research until it receives written approval from UNM's institutional review board. SUB further agrees to promptly notify UNM of any injuries to human subjects or other unanticipated problems involving risks to subjects or others; any serious or continuing noncompliance with its Institutional Assurance; or any suspension or termination of institutional review board approval.

ARTICLE 36. ANIMAL SUBJECT RESEARCH

SUB agrees that the welfare of animal subjects which may be involved in performance of this Subaward Agreement will be protected in accordance with procedures specified in a current Institutional Assurance appropriate for the research in question on file with the Division of Animal Welfare, Office for Protection from Research Risks. SUB agrees to provide UNM with copies of its current Animal Welfare Assurance and all documents of its Institutional Animal Care Use Committee (IACUC) relating to the Committee's review of research conducted under this Subaward Agreement. SUB further agrees to provide UNM with copies of its IACUC's semiannual program evaluations and facility inspection reports and shall promptly notify UNM of any violation of its Assurance concerning the research conducted under this Subaward Agreement as well as any change in its accreditation status.

* * *

This Subaward Agreement is not binding upon UNM unless and until it is made part of a UNM Purchase Order. The terms and conditions printed on the back of the UNM Purchase Order shall not apply to this transaction.

SUBCONTRACTOR

THE REGENTS OF THE UNIVERSITY OF NEW MEXICO

Name of Entity

By _____

By _____

Typed Name

Typed Name

Title

Title

Date

Date

Last Revised June 2004.

4361a.reb

EXHIBITS

- A Statement of Work
- B Budget
- C Sample Reimbursement Voucher
- D Grant Award or Cooperative Agreement
- E Required Reports