

**RAIL SAFETY IDEA**

**SUBAWARD INFORMATION**

**SUBAWARD NO:**

**UNIT NUMBER: 913**

**PROJECT/ACTIVITY:**       **PURCHASE ODER No.:**

**SUBAWARDEE NAME:**

**DUNS NUMBER:**

**ADDRESS:**

**PRINCIPAL INVESTIGATOR:**       (     )

**PROJECT ADMINISTRATOR:**       (     )

**AWARD TYPE: Fixed Price SUBAWARD AMOUNT:** $

**OBLIGATED AMOUNT: $**

**EFFECTIVE DATE:**      

(Date of execution by the NAS Contracting Officer)

**EXPIRATION DATE:**

(      months after date of execution by the NAS Contracting Officer)

**NAS SUBAWARD MANAGER: Joyce A. Tillman** (202) 334-1347

**NAS PROGRAM OFFICER:** Jo Allen Gause (202) 334-3826

**NAS/SUBAWARD ADMINISTRATOR:**       (     )

**TITLE OF THE WORK**

This subaward is entered into by and between the National Academy of Sciences (hereinafter called the "Academy") and      (hereinafter called the "Subawardee"). This subaward is supported by Cooperative Agreement No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, between Federal Railroad Administration (FRA) and the Academy. The agreement provides funding for the Rail Safety IDEA Program. The projects are selected for their potential to enhance security, increase ridership, and improve efficiency for transit agencies. The program promotes innovative approaches to reducing fatalities and injuries by improving motor carrier safety and railroad safety.



**RAIL SAFETY IDEA**

**SUBAWARD NO: SAFETY-##**

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**ORDER OF PRECEDENCE**

The rights and obligations of the parties to this subaward shall be subject to and governed by this subaward, which consists of a cover page, this page, the Schedule and signature page, and the applicable Subaward Clauses. Should there be any inconsistency between the Schedule and the Subaward Clauses and any specifications or other provisions which are made part of this subaward by reference or otherwise, the Schedule and Subaward Clauses shall control. Should there be any inconsistency between the Schedule and the Subaward Clauses, the Schedule shall control. All applicable clauses under this award shall be consistent with the Subawardee's Subaward Certification Form (SCF), which are incorporated herein by reference.



**TRANSPORTATION SAFETY TECHNOLOGY**

**SUBAWARD NO. SAFETY-##**

**SCHEDULE**

ARTICLE I - DEFINITIONS

Academy shall mean the National Academy of Sciences, Washington, D.C., including its operating arm, the National Research Council (NRC).

Authorized signermeans a person with the authority to enter into, administer, and/or terminate subawards and make related determinations and findings. The term includes certain authorized representatives of the authorized signer, acting within the limits of their authority as delegated by the Authorized Signer.

Subawardee shall mean the individual/business firm/organization identified as such on the cover page of this subaward.

NAS Contracting Officer shall mean the Academy's Director of the Office of Contracts and Grants or a designated and authorized representative.

NAS Subaward Managershall mean the individual so identified on the cover page of this subaward or a designated representative.

NAS Program Officer shall mean the individual so identified on the cover page of this subaward or a designated representative.

Subcontracts, except as otherwise provided in this subaward, includes all lower-tier subawards and changes and modifications to such documents under this subaward.

ARTICLE II - SUBJECT WORK

1. Project Description. The Subawardee shall furnish all necessary materials, facilities, equipment and qualified personnel to perform the services described below:

1. The work provided for hereunder is designated by the following title:

“\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ”

2. The research problem statement and objective(s) are as follows:

* First Paragraph of Award Request Narrative –

The project shall be performed in the following two (2) contingent stages. **Satisfactory performance of each stage must be approved by the IDEA program before the next stage of project activity can commence.**

***Stage 1:***

* Stage 1 Narrative from Award Request –

***Stage II:***

* Stage 2 Narrative from Award Request –

1. Research Plan and Procedures. The research plan and procedures shall be conducted in accordance with the pertinent provisions of the Subawardee's proposal dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, incorporated herein by reference. The Subawardee may modify the plan and procedures for the purpose of more effective prosecution of the work hereunder, provided such modified plans and procedures are consistent with the problem statement and objectives set forth in subparagraph 2 of Paragraph A above and provided such modifications have the advance approval in writing of the Program Officer.

C. Project Expert Panel Review. The principal investigator (P.I.) shall select and establish an expert review panel for this project (3 to 5 members, including subject matter and staff of transit agencies). The panel should include appropriate staff of the transit agency participating in this project. In addition, one or more members of that panel may be nominated by the IDEA program office. The purpose of the panel is to provide review and guidance to the P.I. for the product development and for transfer of results to practice. The investigators shall submit a listing of the proposed composition of the expert review panel to the IDEA program officer for approval at the beginning of the project. The IDEA program officer and the expert review panel for this project shall be timely informed by the investigators in advance of proposed meeting schedules. The panel members’ comments and recommendations shall be addressed in the project reports and plans for implementing results of the IDEA project.

D. IDEA Outreach. The investigator shall prepare appropriate display material showing the functioning of the concept and results for use by the IDEA Program during the course of the project. If the project appears promising, the investigator will be asked to participate in the IDEA poster session at the TRB Annual Meeting and make a presentation to the Transit IDEA program committee at one of its annual meetings.

In addition to project reports, the investigator will be required to provide technical input on the project for the Transit IDEA Annual Progress Report as well as other TRB releases as may be required by the IDEA Program TRB annual reports and periodic releases as may be required by the IDEA programs office during the course of the project. Instructions for preparing the input will be provided by the IDEA programs office at the time that these inputs are required.

ARTICLE III - PERIOD OF PERFORMANCE

The period of performance for the services required under this subaward shall be a period of \_\_\_ months from the date of execution by the NAS Contracting Officer.

ARTICLE IV - SUBAWARD EXTENSIONS

All requests to extend the period of performance of the subaward must be submitted in writing to the Office of Contracts and Grants no less than 30 days prior to the expiration date of the subaward. Any work performed beyond the expiration date of the subaward without authorization from the Office of Contracts and Grants will be at the Subawardee's own risk. Extensions to the period of performance will be accomplished by a modification to the subaward, signed and executed by both parties.

ARTICLE V - REPORTS AND DELIVERABLES

Reports and deliverables identified below shall be prepared in accordance with the IDEA Report Guidelines to this subaward:

• QUARTERLY PROGRESS REPORTS

• STAGE REPORTS

• FINAL REPORT

• ANNUAL PROGRESS REPORTS

• DELIVERABLES – \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

All reports shall follow IDEA Report Guidelines, incorporated herein by reference and obtainable from the IDEA program office. All project reports shall be submitted electronically to the IDEA Program Office, Attention Jo Allen Gause (jagause@nas.edu). The reports shall also be electronically communicated to the technical advisor/mentor designated by the IDEA Program for the project. The investigators will also be required to update every calendar quarter a paragraph on their IDEA projects. This update should not be confused with, and is in addition to, the quarterly and stage report requirements noted above in this section.

ARTICLE VI - TECHNICAL DIRECTION

1. Performance of the work under this subaward shall be subject to the technical direction of the Academy's Program Officer designated by the NAS Contracting Officer to maintain scientific or technical liaison with the Subawardee. The term "Technical Direction" includes:
2. Directions to the Subawardee which redirect the subaward effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual statement of work.
3. Provision of information to the Subawardee, which assists in the interpretation of specifications or technical portions of the work description.
4. Review and, where required by the subaward, approval of technical information to be delivered by the Subawardee to the Academy under this subaward.
5. Technical direction must be within the general scope of work stated in the subaward. The Program Officer does not have the authority to and may not issue any technical direction which (1) constitutes an assignment of additional work outside the general scope of the subaward; (2) in any manner causes an increase or decrease in the total cost or the time required for subaward performance; or (3) changes any of the expressed terms, conditions, or specifications of the subaward.
6. All technical directions shall be issued in writing by the Program Officer or shall be confirmed by the Program Officer in writing as promptly as practicable.
7. The Subawardee shall proceed promptly with the performance of technical directions duly issued by the Program Officer in the manner prescribed by this Article and within the Program Officer's authority under the provision of this Article.
8. If, in the opinion of the Subawardee, any instruction or direction issued by the Program Officer is within one of the above categories as defined in (1) through (4) of paragraph B above, the Subawardee shall not proceed but shall notify the NAS Contracting Officer and the Program Officer in writing within five (5) working days after receipt of any such instruction or direction and shall request the NAS Contracting Officer to modify the subaward accordingly. Upon receiving such notification from the Subawardee, the NAS Contracting Officer shall issue an appropriate subaward modification or advise the Subawardee in writing that, in the opinion of the NAS Contracting Officer, the technical direction is within the scope of this Article and does not constitute a change under the "Changes" clause of the Subaward Clauses. The Subawardee shall thereupon proceed immediately with the direction given. A failure of the parties to agree upon the nature of the instruction or direction or upon the subaward action to be taken with respect thereto shall be subject to the "Disputes" article of this subaward.

ARTICLE VII - PRINCIPAL INVESTIGATOR

The Subawardee's performance of the subject work under this subaward shall be under the technical direction of the individual identified as Principal Investigator on the cover page of this subaward and in the Subawardee's proposal relating to said work. The Subawardee agrees to obtain the written approval of the Program Officer prior to the assignment of the responsibilities of the Principal Investigator to another individual. In the event the Subawardee is unable to replace the Principal Investigator, the subaward would be terminated.

ARTICLE VIII - FIXED PRICE PAYMENTS

1. Fixed Price

Funds are currently authorized and available for Stage 1 activities in the amount of $\_\_\_\_\_\_\_. Funding for Stage 2 activities, in the amount of $\_\_\_\_\_\_ is contingent upon the successful completion of Stage 1 activities and prior written approval of the NAS Contracting Officer.

1. Payment

Upon delivery and acceptance of the reports detailed below, and upon receipt and acceptance of respective invoices, the Academy will pay the Subawardee on the basis of the following schedule:

Report Number Payment Period Due Date Payment Amount

*Report Name*  $

*Report Name* $

*Report Name*  $

Final Report

(DRAFT DUE \*) $

\* Draft report is due 60 days before the completion date of the subaward.

TOTAL $

**\*\*Important Notice: Invoices should not be submitted for payment before the corresponding report has been delivered to the IDEA Program. The accounting office of the research organization must check with the principal investigator before submitting invoice to make sure that the corresponding report has been delivered.\*\***

The schedule for the final deliverable (Final Report) may be revised, if necessary, following review and acceptance of the Stage 1 reporting requirements and authorization to commence Stage 2 activities. The final payment shall be made upon receipt and acceptance of the final report. The total payment shall not exceed $\_\_\_\_\_\_\_\_\_. The Subawardee shall submit an electronic copy of the draft final report, prepared in accordance with IDEA Report Guidelines, to the NAS Program Officer no later than **\*\_\_\_\_\_\_\_\_\_\_\_\_\_**. The NAS Program Officer will return the draft final report to the Subawardee with comments and appropriate recommended revisions within 30 calendar days. The Subawardee shall submit an electronic copy of the revised final report in MS Word to the NAS Program Officer no later than 30 days after receipt of the draft final report from the Academy with comments and/or recommended revisions. If there are no changes or revisions to be made to the draft final report, it may be submitted as the finished final report as described in the IDEA Report Guidelines.

ARTICLE IX - DATA AND PUBLICATION

1. Definitions
2. The term “Subject Data” as used herein includes all data, written materials, photographs, drawings, and other information first produced in the performance of this award regardless of the media on which said data or information may be recorded, and whether delivered under this subaward or not. The term does not include computer software, financial records, accounting records, and other information incidental to subaward administration.
3. The term “Computer Software” as used herein means computer programs, computer databases, and documentation thereof.
4. Copyright
5. The Subawardee is free to copyright any Subject Data, Computer Software, or other copyrightable materials regardless of the media and first produced in the course of or under this subaward. When claim to copyright is made, the Subwardee shall affix the applicable copyright notice of 17 U.S.C. 401 or 402 and acknowledgment of Academy and U.S. Government sponsorship (including subaward number) to the subject data or computer software, when such subject data or computer software are delivered to the Academy and/or U.S. Government, as well as when the subject data or computer software are published or deposited for registration in the U.S. Copyright Office.
6. For Subject Data and Computer Software, the Subawardee grants to the Government and the Academy, and others acting on their behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. This license shall extend to any media now or hereafter known, regardless of whether the Subawardee elects to assert a copyright in accordance with this section. However, the license provided under this paragraph shall not authorize the Academy to distribute, disseminate, or sell computer software generated under the subaward.
7. Notice. Any publication, distribution, or dissemination of all or part of Subject Data and/or Computer Software by Subawardee shall include: (1) notice of the nonexclusive license of the U.S. Government and/or the Academy to the extent provided in paragraph (B); (2) a statement that the Academy and the U.S. Government do not necessarily concur with, endorse, or adopt the findings, conclusions and recommendations either inferred or expressly stated in subject data or any commercial product developed under the subaward; and (3) an acknowledgment of the individuals and organizations who conducted and sponsored the work.
8. Copies. A copy of each manuscript to be submitted for publication by the Subawardee shall be furnished to the Academy prior to submission for publication and twenty (20) copies or reprints shall be furnished subsequent to publication.

ARTICLE X - CAPITAL EQUIPMENT

1. Definition. The term "capital equipment" as used herein includes equipment, purchased or fabricated by the Subawardee, which is normally classified as a capital asset and which has a cost in excess of $5,000 per article or assembly.
2. Approvals Required. Any article or assembly of capital equipment the cost of which is in excess of $5,000 shall not be reimbursable under the terms of this subaward unless the purchase or fabrication thereof is approved in writing in advance by the NAS Contracting Officer.
3. Custody and Disposition of Capital Equipment. Capital equipment procured under the prime subaward will be retained by the Subaward during the term of the subaward and thereafter until disposition is determined by the NAS Office of Contracts and Grants. All financial records forwarded by the Subawardee during invoice periods shall include documentation supporting the acquisition of each item of equipment. Equipment records shall be maintained accurately and shall include the following information:

-Description of the equipment

-Manufacturer's serial/model number or other identification number

-Funding source of the equipment, including the NAS subaward number

-Acquisition date and unit acquisition cost

-Location and condition of the equipment and date information recorded

-Calculation of the percentage of federal funds applied to the cost of the equipment

-Ultimate disposition data

A control system shall be established to ensure adequate safeguards to prevent loss, damage or theft of the equipment. Any loss, damage or theft of equipment shall be investigated and fully documented. Adequate maintenance procedures shall be implemented to keep the equipment in good working order.

When closeout procedures are initiated, the Subawardee will be instructed to provide a complete listing/description of all data and equipment and recommendations for retention or disposition of the items. All requests for the retention of the equipment by the Subawardee must include a proposed bid and the method used to determine the fair market value of each item. These understandings shall be included in all subagreements.

ARTICLE XI - PATENTS

1. It is the intent of the Academy that the policies on patents outlined in 35 U.S.C. § 200 *et seq.,* 37 C.F.R. § 401 *et seq.* and the Presidential Memorandum on Government Patent Policy dated February 18, 1983*,* will serve as basic guidance on patent rights so as to encourage the maximum participation in the IDEA Program by a diverse number of research entities. The Subawardee will have the right to elect title to the patent rights in inventions resulting from work under any IDEAsubaward, subject to the U.S. Government acquiring a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the invention throughout the world in those inventions for which title is elected, and also subject to any "march-in-rights" of the U.S. Government as set forth in 35 U.S.C. § 200 *et seq.,* and 37 C.F.R. § 401 *et seq.*
2. All inventions first conceived or actually reduced to practice in the performance of the work under this subaward shall be disclosed promptly to the Academy, but in any event not later than 45 days after the inventor discloses it in writing to Subawardee personnel responsible for patent matters. This disclosure shall be in writing, identifying the subaward under which the invention was made and the inventor(s). The invention shall be described in sufficient detail to convey a clear understanding of the characteristics of the invention. The Academy shall be authorized to provide all of this information to the U.S. Government. The Subawardee will elect in writing whether or not to retain title by notifying the U.S. Government within twenty months from the date of disclosure to the Academy. The U.S. Government shall retain all rights and powers provided in 35 U.S.C. § 200 *et seq.,* and 37 C.F.R. § 401 *et seq.*
3. The rights, obligations and remedies of the Subawardee regarding any inventions covered by this clause are subject to and limited by the authorities cited herein.

ARTICLE XII - SUBAWARDEE LIABILITY

1. The parties agree that the Subawardee and its employees and agents (“Subawardee”) will be primarily responsible for performing the work required under the subaward, and shall therefore be legally responsible for, and shall indemnify and hold the Academy harmless for all claims asserted against the Academy, its committee members, officers, employees, and agents, by any third parties, whether or not represented by a final judgment, if such claims arise out of or result from Subawardee’s negligent or wrongful acts in performing such work, including all claims for bodily injury (including death), personal injury, property damage, and other losses, liabilities, costs, and expenses (including but not limited to attorney’s fees).
2. With respect to entities of State government that are subject to State law restrictions on their ability to indemnify and hold harmless third parties (“Restricted State Entities”), the obligation to indemnify and hold harmless the Academy in Paragraph A. shall apply to the full extent permitted by applicable State law. In addition, each Restricted State Entity executing this subaward represents and warrants that no part of any research product or other material delivered by such Restricted State Entity to the Academy (“Work Product”) shall include anything of an obscene, libelous, defamatory, disparaging, or injurious nature; that neither the Work Product nor the title to the Work Product will infringe upon any copyright, patent, property right, personal, or other right; and that all statements in the Subawardee’s proposal to the Academy and in the Work Product are true to the Subawardee’s actual knowledge and belief, or based upon reasonable research for accuracy.
3. The term “wrongful act” as used herein shall include any tortious act or omission, willful misconduct, failure to comply with Federal or state governmental requirements, copyright or patent infringement, libel, slander or other defamatory or disparaging statement in any written deliverable required under the subaward, or any false or negligent statement or omission made by Subawardee in its proposal to the Academy.
4. The obligations in paragraph A. of this clause to indemnify and hold harmless the Academy shall not extend to claims, damages, losses, liabilities, costs, and expenses to the extent they arise out of the negligent or wrongful acts or omissions of the Academy, its committee members, officers, employees, and agents.
5. Both the Academy and Subawardee shall give prompt notice to each other upon learning of the assertion of any claim, or the commencement of any action or proceeding, in respect of which a claim under this paragraph may be sought, specifying, if known, the facts thereto and an estimate of the amount of the liability arising therefrom, but no failure to give such notice shall relieve the Academy or Subawardee of any liability hereunder except to the extent actual prejudice is suffered thereby.
6. The Academy and Subawardee agree to cooperate with each other in the defense of any claim, action, or legal proceeding arising out of or resulting from Subawardee’s performance of the work required under this subaward, but each party shall control its own defense. The Academy shall also have the option in its sole discretion to permit Subawardee or its insurance carrier to assume the defense of any such claims against the Academy.
7. The obligations under this clause survive the termination, expiration, or completion of performance under this subaward.

ARTICLE XIII - INSURANCE

1. Insurance: Subawardee shall maintain during the performance of this subaward at its own expense the following types of insurance with not less than the following limits of liability:
2. Commercial general liability insurance with limits of not less than $1,000,000 per occurrence or claim, for bodily injury (including death), property damage, personal injury, and contractual liability.
3. Worker’s compensation insurance, or its equivalent, with statutory benefits as required by law, including standard “other states” coverage; employers liability insurance or its equivalent;
4. Business automobile liability insurance, or its equivalent, with limits of not less than $1,000,000 per occurrence for each accident, if vehicles will be used in the performance of the subaward.
5. Limits of Liability: It is expressly understood that any insurance protection required by this clause shall in no way limit Subawardee’s obligations under the clause entitled “Subawardee Liability,” nor shall it be construed to relieve Subawardee of liability in excess of the coverage specified herein.
6. Waiver: Subawardee waives all rights of recovery against the NAS for any claims, damages, costs or expenses covered by any insurance policies carried by the Subawardee and for any damage or loss of use of personal property owned or leased by the Subawardee.
7. Subawardee will furnish evidence of insurance to the NAS, if requested, by transmitting original certificates of insurance signed by authorized representatives of the insurers.
8. In lieu of insurance coverage provided for in this clause, Subawardee may, with the prior written approval of the Academy, satisfy the requirements of this clause by submitting proof that Subawardee is a self-insurer under the applicable self-insurance laws of its State. Alternatively, if Subawardee is a State Entity, it may, with the prior approval of the Academy, satisfy the requirements of this clause by submitting proof that Subawardee is a self-insurer under the self-insurance statutes or regulations governing such entities in that State, or if self-insurance is not provided for under State law, such Subawardee may submit a statement that such insurance is not available and a certified copy of an audited financial statement showing net total assets of at least fifty million dollars, and cash, cash equivalents, and liquid investments totaling at least 25 million dollars. Such proof must be submitted to the Academy for review in sufficient time to permit completion of the review prior to the commencement of performance of work under the subaward.

ARTICLE XIV - RECORDS AND AUDIT REQUIREMENTS

The Subawardee shall retain all financial records and other pertinent evidence pertaining to costs incurred and reimbursed hereunder for a period of three years after final payment under this award. The Subawardee agrees to give the Academy, the Comptroller General of the United States, or any of their authorized representatives access to these records and any other pertinent books, documents, papers or other records, in order to conduct audits, examinations or produce excerpts and transcripts. Subaward closeout does not alter these requirements.

Institutions of higher education and other non-profit recipients and subrecipients are required to meet the audit requirements of OMB Circular A-133, "Audits of State, Local Governments, and Non-Profit Organizations."

The Subawardee further agrees to provide the Academy with copies of any independent auditors' report within 30 days of receipt by the Subawardee. Where the report includes instances of non-compliance with federal laws and regulations, the Subawardee will provide copies of responses to the report and the corrective action taken.

ARTICLE XV - SUBCONTRACTING AND ASSIGNMENTS

No portion of this subaward over $25,000 shall be subcontracted, assigned, or otherwise disposed of except with the written consent of the Office of Contracts and Grants. The Subawardee shall forward for prior approval, the proposed subcontract agreement which shall include the terms and conditions, scope of work and budget with supporting documentation of indirect cost rates. Approval of the Subawardee’s proposed budget for this subaward with the inclusion of the subcontractor costs does not constitute approval of the subcontract. Two (2) hard copies of the subcontract agreement must be submitted to the Office of Contracts and Grants for review and approval by the NAS Contracting Officer with recommendations from the NAS Program Officer. Any subcontract expected to exceed $700,000, when entered into, or before pricing any subcontract modification involving a pricing adjustment expected to exceed $700,000 shall require a Certificate of Current Cost or Pricing Data.

A Small Business and Small Disadvantaged Business Subcontracting Plan shall be required for any subcontract exceeding $650,000. Such documentation shall be included as part of the subcontract package that is forwarded to the Office of Contracts and Grants for prior review and approval.

In the event the Subcontractor subcontracts or assigns any or all of the performance of this subaward, the Subawardee shall remain contractually responsible for the complete and full performance of all the work, duties, covenants, and obligations of the Subawardee under this subaward. The Subawardee shall enter into no subcontract or assignment which is inconsistent with its obligations under this subaward. The Academy's consent to any subcontract or assignment shall not be deemed a waiver of any of its rights under this subaward, nor shall it create any privity of subaward between the Academy and any subcontractor or assignee.

ARTICLE XVI - DISPUTES

All disputes arising under or related to this award that are not resolved by mutual agreement shall be decided by the NRC Operating Officer subject to written appeal within thirty (30) days to the President of the National Academy of Sciences or his duly authorized representative, whose decision shall be final and conclusive upon the parties hereto, unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith or not supported by substantial evidence. Nothing in this article shall be construed to deprive the parties from any appeal proceeding under this agreement or any legal remedies either party may have under applicable laws of the District of Columbia.

ARTICLE XVII - JURISDICTION

This subaward is to be construed under the laws of the District of Columbia. Notices and correspondence hereunder shall be addressed to the National Academy of Sciences, 500 Fifth Street, NW, Washington, DC 20001, and to the Subawardee at the address specified in the Subawardee's proposal as identified in paragraph B of Article II of this subaward, until such time as a new address may be specified in writing by the Subawardee.

ARTICLE XVIII - SEVERABILITY

If any of the provisions of this subaward in the application thereof to any person or circumstance, is rendered or declared illegal for any reason, or shall be invalid or unenforceable, the remainder of this subaward and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

ARTICLE XIX - FORCE MAJEURE

Except for payment obligations, if performance of any part of this subaward by either party is hindered, delayed or otherwise made impracticable by reason of government regulation, war, strike, act of foreign or domestic terrorism, act of God, or similar circumstance normally deemed outside the control of well-managed businesses, that party shall be deemed excused from such performance to the extent that it is prevented, hindered or delayed by such causes.

ARTICLE XX - TERMINATION

1. This subaward may be terminated by the Academy in whole or in part upon thirty (30) days written notice if one or more of the following apply:
2. If the Academy determines in its sole discretion that Subawardee materially breached the terms and conditions of the award and subsequent to such determination and provision by the Academy of written notification thereof, Subawardee fails to cure such material breach within a time period deemed reasonable by the Academy and cited in the notice (“Cure Period”). Termination pursuant to this provision shall be effective immediately and without further notice upon the ending date of the Cure Period.
3. If all required IRB approvals are not obtained in a timely manner.
4. With the consent of the Subawardee in which case the two parties shall agree upon the termination conditions, including the effective date and, in the case partial termination, the portion to be terminated.
5. In the event of termination under subparagraph A. above, the Academy shall reimburse the Subawardee for allowable and authorized costs incurred prior to the Notice of Termination if (1) and (2) apply:
6. The costs result from obligations which were properly incurred by the Subawardee before the effective date of termination, are not in anticipation of it, and in the case of a termination, are non-cancellable.
7. The costs would be allowable if the award expired normally at the end of the funding case of a termination takes effect.
8. Additional Remedies for Noncompliance. If the Subawardee materially fails to comply with the terms and conditions of the subaward, the Academy may take one or more of the following actions, as appropriate in the circumstances.
9. Temporarily withhold cash payments pending correction of the deficiency by the Subawardee or more severe enforcement action by the Federal awarding agency.
10. Disallow all or part of the cost of the activity or action not in compliance.
11. Wholly or partly suspend or terminate the current award.
12. Withhold further awards for the project or program.
13. Take other remedies that may be legally available. Notwithstanding any provision to the contrary in the subaward, the Academy shall retain the right to seek any judicial or equitable remedy for any actual damages which the Academy has incurred as a result of Subawardee’s material breach including without limitation the Subawardee Liability provisions under Article XV.
14. Subawardee costs incurred by the Subawardee after termination of the subaward are not allowable unless the Academy expressly authorizes such costs in the notice of termination or subsequently in writing. If costs are allowable, the responsibilities of the Subawardee referred to in the Uniform Guidance 2 CFR 200, including those for property management as applicable, shall be considered in the termination of the award, and provision shall be made for continuing responsibilities of the Subawardee after termination, as appropriate.

**ACCEPTED FOR:**

**(SUBAWARDEE) NATIONAL ACADEMY OF SCIENCES**

**Signature**  **Signature**

**Name**  **Name**

**Title**  **Title**

**Date**  **Date**