

# Cooperative Research Programs Liability Statement

Program Name:

Project Number:

Project Title:

Proposing Organization:

Name & Title:

Authorized Signature:

Date:

**NOTE:** The "authorized representative of the Proposing Subawardee" **must** be an individual who has authority to enter into a subaward on behalf of the proposing subawardee indicated below.

*The signature of an authorized representative of the Proposing Subawardee is required on the following unaltered statement in order for TRB to accept the subawardee's response for consideration. **Responses submitted without this executed and unaltered statement by the response deadline will be summarily rejected.** An executed, unaltered statement indicates the subawardee's intent and ability to execute a subaward that includes the provisions below.*

For reference, click [here](#) to download an example of a completed Liability Statement.

## SUBAWARDEE LIABILITY

- A. 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 NAS harmless for all claims asserted against NAS, 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).
- B. 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 NAS 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 NAS ("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 right, or other right; and that all statements in the Subawardee's proposal to NAS and in the Work Product are true to the Subawardee's actual knowledge and belief, or based upon reasonable research for accuracy.
- C. 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 NAS.
- D. The obligations in Paragraph A of this Article to indemnify and hold harmless NAS 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 NAS, its committee members, officers, employees, and agents.
- E. Both NAS and the 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 pertaining thereto and an estimate of the amount of the liability arising therefrom, but no failure to give such notice shall relieve NAS or the Subawardee of any liability hereunder except to the extent actual prejudice is suffered thereby.
- F. NAS and the 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. NAS shall also have the option in its sole discretion to permit the Subawardee or its insurance carrier to assume the defense of any such claims against NAS.
- G. The obligations under this Article survive the termination, expiration, or completion of performance under this Subaward.