**SUBAGREEMENT NO. \_\_\_\_\_\_\_\_\_**

**Between**

**MICHIGAN STATE UNIVERSITY**

**And**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**THIS SUBAGREEMENT** (“Subagreement”) is between Michigan State University, having its principal address at 325 E. Grand River, Suite 350, East Lansing MI 48823 (“MSU”) and the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, having its principal address at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Subawardee”).

**WHEREAS**, MSU (“Grantee”) is the recipient of a Michigan Strategic Fund (MSF), Michigan Economic Development Corporation (MEDC), (“Sponsor”) Grant Agreement Case No. 328081 (“Prime Agreement”) for support of a program titled “University Early-Stage Proof-of-Concept Fund” known as the ADVANCE Grant Program (the “Program”).

**WHEREAS,** Subawardee agrees to perform the project titled, “\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_” (“Project”) under the Program as set forth in this Subagreement for consideration stated herein.

**NOW THEREFORE**, MSU and Subawardee agree to the following:

**Article 1 - Statement of Work**

Subawardee shall commence performance of work on the Project as set forth in Attachment A (“Statement of Work”) and shall use reasonable efforts to perform the Statement of Work during the Period of Performance as stated in Article 2 and in accordance with the terms and conditions of the Subagreement, the Request for Proposal, and the Prime Agreement (Exhibit 1). Subawardee must obtain prior approval from MSU before deviating from the objectives or overall program of research described in the Statement of Work.

When Subawardee is awarded funds on a successful project proposal under the Grant, Subawardee will also be a Grantee and the provisions of Article 1 of the Prime Agreement will apply to the Subawardee.

**Article 2 - Period of Performance**

The “Period of Performance” for this Subagreement will begin \_\_\_\_\_\_\_ and end \_\_\_\_\_\_. Expenditures incurred prior to the beginning date or subsequent to the end or termination date are unallowable.

**Article 3 - Key Personnel**

The following individuals as “Key Personnel” will be responsible for all aspects of the proposed work to be performed by the Subawardee:

 \_\_\_\_\_\_\_\_\_as the Principal Investigator, and

 \_\_\_\_\_\_\_\_\_ as the Project Manager (Tech Transfer Representative).

MSU has designated \_\_\_\_\_\_\_\_\_Program Manager, as the single point of contact between MSU and Subawardee. Please contact at msugran2@msu.edu.

**Article 4 - Payment**

The award for the work to be performed pursuant to this Subagreement is \_\_\_\_\_\_\_\_ Dollars ($\_\_\_\_\_\_).

Two-thirds of the award amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Dollars ($\_\_\_\_\_\_) will be provided to Subawardee upon: (a) execution of the Subagreement, (b) provision of tangible proof of the availability of Matching Funds as described in Article 5, for use by Key Personnel, and (c) receipt of an invoice by MSU from Subawardee.

The remaining one-third of the award amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Dollars ($\_\_\_\_) will be provided to Subawardee upon (a) submission of an acceptable Final Report, (b) completion of milestones, (c) a final financial report which includes documentation of Matching Funds expenditures, and (d) receipt of an invoice by MSU from Subawardee.

MSU shall not be obligated to reimburse nor shall Subawardee be obligated to incur any expenditures in excess of the limitation. The Subawardee agrees that all funds shown in the budget as set forth in Attachment B are to be spent as generally specified except that re-budgeting between general categories of up to ten percent (10%) of the MEDC ($\_\_\_\_\_\_) budget is permissible without the necessity of prior approval. Any other changes in the budget must have prior approval by MSU.

**Article 5 - Matching Funds**

The Subawardee has committed \_\_\_\_\_\_\_Dollars ($\_\_\_\_\_\_) as matching funds for this Project as set forth in Attachment B. Subawardee must demonstrate use of their matching funds toward the performance of the Project per the approved budget. Subawardee must maintain documentation that it has expended the matching funds associated with the Project.

**Article 6 - Reporting**

The Subawardee shall submit all required reports and documents to MSU. MSU is required to report to MSF/MEDC on October 15 (for the period April 1 through September 30) and April 15 (for the period October 1 through March 31) each year. Reports from Subawardee are due to MSU by no later than October 5 and April 5 of each year. The Progress Report and Final Report Form templates are attached (Attachment C). The first Semi-Annual report is due \_\_\_\_\_\_\_\_.

Within forty-five (45) days following the completion of the Project, Subawardee will provide MSU with a Final Progress report (Attachment C). The final report is due by \_\_\_\_\_\_\_\_.

Reports are to be submitted to msugran2@msu.edu.

**Article 7 - Termination**

MSU may terminate this Subagreement by providing thirty (30) days written notice of default ~~and~~ or termination to the Subawardee (“Notice of Default” or “Notice of Termination”).  Failure to cure a breach of any terms in the Subagreement, Request for Proposal, or the Prime Agreement after thirty (30) days of receiving a notice of default will result in immediate termination.

**Article 8 - Unallowable Costs**

This Subagreement does not allow expenditures for tuition, equipment or facilities and administrative costs (indirect costs).

**Article 9 - Publications**

Except for Confidential Information described in Section 1.9 of the Prime Agreement, the MSF agrees that any person performing work funded under this Subagreement shall be permitted to present at symposia, national or regional professional meetings, and to publish in journals, theses or dissertations, or otherwise of their own choosing, methods and results of their research. Subawardee shall, at its sole discretion and at its sole cost and expense, prior to publication, seek intellectual property protection for any inventions (as defined in Section 1.11 of the Prime Agreement), if commercially warranted. Grantee and Subawardee shall submit to the MSF and Grant Manager a reprint of all articles that Grantee and Subawardee has published resulting from work performed hereunder with the Semi-Annual Progress Report as required under Section 1.6 C. of the Prime Agreement. Grantee and Subawardee shall acknowledge the work was supported by the 21st Century Jobs Trust Fund received through the MSF and the State of Michigan, as appropriate, in any such publication.

**Article 10 - Intellectual Property Rights**

The Subawardee shall retain ownership to the entire right, title, and interest in any inventions, improvements, or discoveries developed or produced under this Agreement, including, but not limited to, concepts, know-how, software, materials, methods, and devices (“Inventions”) and shall have the right to enter into license agreements covering Inventions. The Subawardee grants to MSF a non-exclusive, royalty-free, irrevocable, worldwide license to use Inventions for its governmental, non-commercial purposes. This license includes the right to sublicense on a royalty-free basis, but the sublicense shall be for governmental and non-commercial purposes only. The MSF agrees to promptly notify the Subawardee of any sublicenses to Inventions. This obligation shall survive cancellation or termination of this Agreement. Subawardee may, at its sole discretion, provide its subcontractors, collaborators, and consultants the rights to retain title to Inventions they make in performance of any part of the Statement of Work. Subawardee shall require each of its subcontractors, collaborators, or consultants to grant the MSF a non-exclusive, royalty-free, irrevocable, worldwide license to use Inventions for its governmental, non-commercial purposes. This license includes the right to sublicense on a royalty-free basis, but the sublicense shall be for governmental and non-commercial purposes only.

The MSF claims the additional protection for misappropriation of trade secrets, which include targeted business lists, economic development analyses, computer programs and databases under the Michigan Uniform Trade Secrets Act, 1998 PA 448, MCL 445.1901 et seq. The MSF retains its rights under this Act to actual loss and unjust enrichment caused by the misappropriation. The MSF further retains the right to seek to enjoin any disclosure of trade secrets or other breach of the use of confidential information, at any time, and retain all applicable legal and equitable remedies.

**Article 11 - Human and Animal Studies**

Subawardee certifies that all appropriate institutional approvals, including animal and human study approvals, if applicable, will be obtained prior to beginning such studies. Research projects funded under the Project will be conducted in compliance with Subawardee guidelines applicable thereto.

**Article 12 - Access to Records**

Subawardee shall maintain reasonable records as required under their respective institutional policy regarding record retention and generally accepted accounting principles, including evidence that the duties actually were performed and the identity of all individuals paid for such services, and shall allow access to those records as further defined in Clause 1.8 of the Prime Agreement.

**Article 13 - Amendment**

This Subagreement may not be modified or amended except pursuant to a written instrument signed by MSU and the Subawardee.

**Article 14 - Compliance with Laws**

To its knowledge, the Subawardee is not and will not during the Period of Performance of the Subagreement be in violation of any laws, ordinances, regulations, rules, orders, judgments, decrees or other requirements imposed by any governmental authority to which it is subject and will not knowingly fail to obtain any licenses, permits or other governmental authorizations necessary to the ownership of its properties or to the conduct of its business, which violation or failure to obtain might materially and adversely affect its business, profits, properties or condition (financial or otherwise).

**Article 15 - Incorporation by Reference**

The following documents are incorporated by reference as binding obligations, terms, and conditions of the Subagreement:

Attachment A: Subawardee’s Approved Statement of Work

 Attachment B: Subawardee’s Approved Budget and Justification

Attachment C: Semi-Annual Progress Report and Final Report

 Form Template

 Exhibit 1: Prime Agreement between MSU and Michigan Strategic Fund

In the event of any inconsistency between the provisions of the Subagreement and Article 1 of the Prime Agreement, Article 1 of the Prime Agreement shall control.

**Article 16 - Assignment**

This Subagreement is freely assignable to the MSF for enforcement rights and remedies arising out of an event of default by the Subawardee.

**Article 17 - Severability**

All the clauses of this Subagreement are distinct and severable and, if any article shall be deemed illegal, void, or unenforceable, it shall not affect the validity, legality or enforceability of any other clause or provision of this Subagreement.

**Article 18 - Entire Agreement**

The Subagreement, together with the Attachments and Exhibit, sets forth the entire agreement between MSU and Subawardee with respect to the subject matter, and supersedes all prior agreements, understandings and communications, whether written or oral, with respect to the subject matter of the Subagreement.

SIGNATURES ON NEXT PAGE

**MICHIGAN STATE UNIVERSITY**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Gladys Raymond

Sponsored Programs Manager

Office of Sponsored Programs

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Signature

Title:

Department:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Subawardee Principal Investigator Tech Transfer Representative

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