

FIXED FEE RESEARCH SUBCONTRACT
AGR

This Fixed Fee Agreement is entered into in order to specify the terms and conditions under which _____ (hereinafter referred to as "Sponsor") and Florida Atlantic University Board of Trustees, a public corporation of the State of Florida (hereinafter referred to as "FAU") will participate in the conduct of a project supported by Sponsor

WHEREAS, SPONSOR and FAU wish to enter into a subcontract wherein FAU will provide certain services to SPONSOR;

WHEREAS, the contract is for work approved by SPONSOR as stated in the Scope of Work;

WHEREAS, the parties agree that the foregoing statements of fact are correct and incorporate them herein.

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement ("the Agreement"), and other good and valuable consideration, the adequacy and receipt of which are acknowledged, SPONSOR and FAU agree as follows:

Article I. Scope of Work

FAU agrees to provide all the necessary qualified personnel, equipment, materials (except as otherwise may be provided herein), and facilities to perform the work as described in its Scope of Work, which by this reference is incorporated into this Agreement as Attachment A.

Article II. Period of Performance

The period of this Agreement shall be from February 16, 2007 through September 30, 2007 unless extended by written amendment to this Agreement.

Article III. Cost

SPONSOR agrees to pay FAU an amount of twenty two thousand two hundred ten dollars and seventy five cents (\$22,210.75) for the work described in Article I. Payment will be made upon receipt of FAU's invoices for the periods specified below:

Period 1:	Amount:	Payable on:
Period 2:	Amount:	Payable on:
Period 3:	Amount:	Payable on:

Deliverables/ Milestones for each of the above periods are clearly detailed and incorporated in to this Agreement.

Article IV. Authorized Representatives

The authorized representatives of SPONSOR and FAU for technical and administrative matters shall be:

SPONSOR

FLORIDA ATLANTIC UNIVERSITY

Technical Representative:

Technical Representative:

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Administrative Representative:

Administrative Representative:

Director, Sponsored Programs
Division of Research
777 Glades Road, AD 236
Boca Raton, FL 33431-0991
(561) 297-0777
(561) 297-2319 Fax

Article V. Reports

Periodic progress reports and publications upon request by SPONSOR.

Article VI. Invoicing

FAU shall submit invoices based on the payment schedule specified in Article III, Cost. A final invoice must be received within 30 days after the budget period end date. Please forward all invoices to the following address:

Article VII. Other General Provisions

A. Indemnification

Each party hereby assumes any and all risk of personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. FAU will assure that persons subcontracting with or otherwise acting or engaged to act in the instance of FAU in furtherance of FAU fulfilling its obligations under this Agreement will assume such risk with respect to the willful or negligent acts or omissions of their personnel. The parties further agree that nothing contained herein will be construed or interpreted as (1) denying to either party any remedy or defense available to such party under applicable State laws; (2) the consent of the either party or their agents and agencies to be sued by reason hereon; (3) or a waiver of sovereign immunity by either party beyond the waiver provided for in applicable State laws.

B. Amendments

Any amendments, including renewals, alterations or modifications to the Agreement must be signed by the signatories to this Agreement.

C. Governance

The validity, construction and effect of this Agreement shall be governed by applicable State laws. FAU, as an agency of the State of Florida, is entitled to the benefits of sovereign immunity, including immunities from taxation. In the event either party is required to obtain from any governmental authority any permit, license or authorization as a prerequisite to perform its obligations under this Agreement, the cost shall be borne by the party required to obtain such permit, license or authorization.

FAU certifies to the best of its knowledge and belief, neither FAU nor any individual or affiliate employed by it or subcontracted by it has been convicted of a public entity crime and has been placed on the convicted vendor list in the 36-month period preceding the effective date of this Agreement.

To the extent required by law, FAU shall allow public access to all documents, papers, letters or other material made or received by FAU in conjunction with this Agreement.

In accordance with Section 112.3185, Florida Statutes, FAU certifies that to the best of its knowledge and belief, no individual employed by it or subcontracted by it has an immediate relation to any employee of FAU who is or was directly or indirectly involved in the procurement of the services described in this Agreement.

FAU may not, without the advance written approval of SPONSOR, assign any right or delegate any duties under this Agreement nor may it transfer, pledge, surrender or otherwise encumber or dispose of its interest in any portion of this Agreement

It is understood and agreed that nothing contained in this Agreement is intended, or should be construed, as creating or establishing the relationship of partners between the parties, or as constituting one as the agent or representative of the other for any purpose in any manner whatsoever. Neither party is authorized to bind the other to any contracts or other obligations.

D. Termination

SPONSOR or FAU may terminate this Agreement upon thirty (30) days written notice to the other party. In the event of termination SPONSOR will pay for costs incurred and non-cancelable commitments through the date of termination. FAU will furnish all necessary reports of research completed or in progress through the date of termination.

E. Publications

Any publications resulting from this Agreement shall acknowledge the support of SPONSOR.

F. Certifications

FAU certifies that:

1. To the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency of the United States of America;
 - b. Have not within a three-year period preceding the proposal for this project been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (U.S. Federal, State, or local) transaction or contract under a public transaction; violation of U.S. Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (U.S. Federal, State, or local) with commission of any of the offenses enumerated in paragraph K.1.b.;
 - d. Have not within a three-year period preceding the proposal for this project had one or more public transactions (U.S. Federal, State, or local) terminated for cause or deceit.
2. It is not delinquent on the repayment of any debt(s) to the U. S. Government.
3. It will provide a drug-free workplace in accordance with the Drug-Free Workplace Act, 1988.
4. It has filed the assurance required under the United States Public Health Service (PHS) regulation, "Responsibility of Awardee and Applicant Institutions for Dealing with and Reporting Possible Misconduct in Science". If SPONSOR does not have its own assurance, SPONSOR agrees to be bound by Florida Atlantic University policy.
- 5.a. No U.S. federal government appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any U.S. agency, a Member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a Member of the U.S. Congress in connection with the awarding of any U.S. Federal contract, the making of any U.S. Federal grant, the making of any U.S. Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any U.S. Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than U.S. Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any U.S. agency, a Member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a Member of the U.S. Congress in connection with any U.S. Federal contract, grant, loan, or cooperative agreement associated with this Agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The undersigned shall require that the language of this certification be included in the award documents of all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by U.S. Code, Title 31, Section 1352.

d. The principal investigator of the project has filed a conflict of interest statement, disclosing any possible conflict of interest thereof.

Accepted for:

SPONSOR

**Florida Atlantic University
Board of Trustees**

By: _____

By: _____

Title:

Title: Director of Sponsored Programs

Date: _____

Date: _____

Attachment A: Scope of Work/ Budget