

SUBCONTRACT NO. **10881-TBD**
BY AND BETWEEN
CARNEGIE INSTITUTION OF WASHINGTON
AND
UNIVERSITÀ DEGLI STUDI DI PALERMO

This Agreement, entered into this 1st day of January 2019 between Università Degli Studi Di Palermo, Dipartimento di Scienze della Terra e del Mare (DisTeM) (hereinafter SUB), and the Carnegie Institution of Washington (hereinafter CIW), is for the purpose of conducting work related to the project entitled “Reservoirs and Fluxes Community - The Deep Carbon Observatory” under the Alfred P. Sloan Foundation (hereinafter AGENCY) Grant Number G-2018-11334.

PREMISES

- A. The SUB has requested a grant from CIW to fund activities related to the Deep Carbon Observatory.
- B. The SUB is sponsoring and carrying out activities related to the Deep Carbon Observatory Program.
- C. All proceeds of any grant made by CIW must be expended for scientific or educational purposes.
- D. As part of executing this grant agreement, the SUB commits to using the grant proceeds to promote scientific or educational purposes.
- E. As a condition to making the requested grant, CIW requires SUB to enter into this Agreement setting out the terms of the grant and the SUB’s commitment to use all grant funds exclusively for permitted purposes and to supply required substantiation to CIW of such use.

IN CONSIDERATION OF THE PRECEDING PREMISES, CIW agrees to make available for costs reimbursement the sum of **\$57,500 US Dollars** to SUB, being subject to the following express conditions:

ARTICLE 1. WORK PLAN AND USE OF GRANT FUNDS

The original grant proposal contains statements describing activities and outlining objectives and provides a budget. These materials are included as part of this agreement under Attachment A.

The grant funds shall be used by SUB exclusively to fund expenses directly attributable or allocable to the activities specified in **Attachment A**, such expenses to include all direct expenses and a reasonable allocable share of administrative costs, consistent with the SUB’s policy, connected with such activities. The grant is made only for the purposes stated in this Agreement, and the grant funds may not be expended for any other purpose without CIW prior approval in writing. It is understood that the funds will be used substantially in accordance with the budget in **Attachment B**.

It is expected that grant funds will be used by SUB in their entirety prior to expiration of the period of performance (see Article 2). Any funds remaining after the period of performance will revert to CIW use. Extension of the period of performance requires a written modification to the agreement as stated in Article 14.

ARTICLE 2. PERIOD OF PERFORMANCE

This Agreement is effective from 1 January 2019 through 31 December 2019.

ARTICLE 3. PAYMENTS

Payment to SUB will be on a cost reimbursement basis. Invoices must show the period for which reimbursement is being requested and shall itemize the costs by budget line category as shown on SUB's budget in Attachment B. The invoice must show the current budget, the current period expenditures, the cumulative expenditures, and the balance remaining. The invoice should also include the Subcontract Number and Name of SUB's Project Director.

ARTICLE 4. REPORTING PROCEDURES

(A) Technical Reports. SUB will submit a substantive project report no later than 30 days after of the conclusion of the period of performance. For grants more than \$25,000, the Grantee will also submit an interim project report within 30 days after the mid-point of the period of performance.

(B) Fiscal Reports. The SUB shall submit invoices to CIW on the following schedule:

1. Invoices are to be submitted monthly to CIW within 30 days after SUB's monthly closing date. If no expenses exist for the month SUB should submit its voucher indicating zero costs. Upon completion of the period of performance, and within 30 days of SUB's monthly closing, SUB shall submit a "FINAL" invoice that is identified as "FINAL."
2. For agreements with equipment budgets above \$25,000 SUB shall submit with its invoice to CIW copies of vendor quotes to insure competitive bidding as well as details of the vendor selected including certification of delivery. SUB's final invoice is due within 30 days of the completion of the period of performance, with the invoice identified as "FINAL."

(C) Delivery of Technical and Fiscal Reports and Invoices.

All technical reports must reference the Subcontract Number and submitted by electronic means to CIW's Project Director, Steven Shirey at sshirey@carnegiescience.edu.

All fiscal reports and invoices must reference the Subcontract Number and SUB's Project Director and submitted by electronic means to Wan Kim at wkim@carnegiescience.edu.

ARTICLE 5. LIMITATION OF LIABILITY

As between the parties, each party acknowledges that it will be responsible for claims or damages arising from personal injury or damage to persons or property to the extent those claims or damages result from the negligence of its employees.

ARTICLE 6. AUDIT AND RECORD RETENTION

All reports and records pertaining to this grant must be retained in the SUB's files for three years after the termination of the grant. CIW reserves the right to audit these records during and after the term of the grant or to have an audit made by independent auditors.

ARTICLE 7. TERMINATION

If at any time CIW's external support for the Deep Carbon Observatory is terminated, this agreement shall also be terminated upon receipt by SUB of written notice to that effect from CIW. SUB shall be reimbursed for uncancellable obligations properly incurred prior to the date of notice of termination. CIW shall also have the unilateral right to terminate this agreement upon thirty (30) days written notice for failure of SUB to meet any substantive requirement or obligation of this agreement should SUB fail to cure or correct said deficiency within the said thirty (30) days or such longer period as the parties may mutually agree. Nothing in this article is intended to abrogate the Parties' right to mutually terminate this agreement on such terms as may be agreed upon.

ARTICLE 8. EQUIPMENT

Unless specified otherwise, title to real property, equipment, and supplies acquired under this agreement shall vest upon acquisition, with the SUB.

ARTICLE 9. REBUDGETING OF FUNDS

It is understood that the budget as approved on the award is an estimate and there may be need to depart from it to meet certain unanticipated requirements. SUB is authorized to rebudget funds except that any funds budgeted for equipment may not be rebudgeted without prior approval by CIW.

ARTICLE 10. PUBLICATIONS

Any research reports and other publications relating to the work under this agreement shall be submitted to CIW's principal investigator in the form of advance copies for review and comment 30 days prior to submission to ensure appropriate coordination of the research results and acknowledgement.

ARTICLE 11. INVENTIONS

The disposition of any patents and inventions arising under this agreement shall be based on applicable law and regulations. As a general matter, ownership of all software, databases, plans, publications, and any other intellectual property produced with any grant funds will reside with SUB. SUB agrees to provide a royalty-free, non-exclusive license to CIW, other SUBS of CIW under the Deep Carbon Observatory program, and other interested educational and research organizations to freely use the intellectual property.

ARTICLE 12. SUBCONTRACTING

None of the principal activities of this agreement shall be subcontracted by SUB without the prior written approval of CIW.

ARTICLE 13. CERTIFICATION REGARDING LOBBYING

SUB agrees that no portion of these funds will be used for any attempt to influence legislation, to influence the outcome of any specific election, or to carry on directly or indirectly any voter registration drive.

ARTICLE 14. MODIFICATION OF AGREEMENT

This Agreement may be changed, modified or extended only by an amendment executed in the same fashion as the original. This Agreement may be modified only by mutual written agreement.

ARTICLE 15. COUNTERTERRORISM

The SUB will not use any portion of the grant to engage in, support, or promote violence, terrorist activity, or related training of any kind, whether directly through its own activities and programs or indirectly through its support of, or cooperation with, other persons and organizations engaged in such activities, and will take reasonable precautions and institute reasonable procedures to prevent any portion of the grant from being so used. The SUB certifies that:

- (a) it does not support violence or terrorist activities or appear on the lists of individuals or organizations identified by the U.S. government, the United Nations or the European Union as associated with terrorism;
- (b) none of its trustees (or directors), officers, or other key staff members support violence or terrorist activities and it does not employ any other individuals known to it to support violence or terrorist activities;
- (c) none of its affiliates or subsidiaries support violence or terrorist activities, it does not engage in transactions of any kind with vendors, contracting organizations, or any other entities known to it to support violence or terrorist activities, and it does not otherwise disburse any of its funds, as grants or in any other form, to individuals or entities known to it to support violence or terrorist activities;
- (d) with respect to individuals or organizations identified by the U.S. government, the United Nations or the European Union as associated with terrorism:
 - none of its trustees (or directors), officers, other key staff members, or other employees have been so identified; and
 - none of its affiliates, subsidiaries, vendors, other contracting organizations, grantees or other entities with which it engages in transactions have been so identified.

ARTICLE 16. PERSONNEL

If key personnel are identified in the grant application and any such person leaves SUB during the period of performance, the SUB shall notify CIW within 30 days of that person's departure. CIW reserves the right to approve replacement personnel.

Project Director at SUB: Prof. Alessandro Aiuppa

-Signatory-

Carnegie Institution of Washington

Timothy Doyle

Name

Chief Operating Officer

Title



Signature

1/25/19

Date

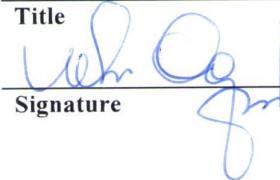
Università Degli Studi Di Palermo

VALERIO AGNESI

Name

HEAD OF DEPARTMENT

Title



Signature

Date

