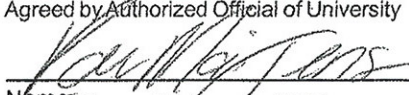



Subaward Agreement

Prime Awardee		Subawardee	
Institution/Organization ("University") Name: University of New Hampshire Address: Office of Sponsored Research 51 College Road, Service Building Durham, NH 03824		Institution/Organization ("Collaborator") Name: Woods Hole Oceanographic Institution Address: Biology Department MS 50 Woods Hole, MA 02543 EIN No.:	
Prime Award No. NA06NMF4720095		Subaward No. 09-023	
Awarding Agency NOAA		CFDA No. 11.417	
Subaward Period of Performance 8/15/2008 - 6/30/2009		Amount Funded this Action: \$50,000	Est. Total: (if incrementally funded)
Project Title Opportunities for Cooperative Research: Northeast Consortium Data Management			
Reporting Requirements: [Check here if applicable <input checked="" type="checkbox"/> see Attachment 4] Annual Report due 6/30 of each year; Final Report due within 90 days of end date.			
Terms and Conditions			
1) University hereby awards a cost reimbursable subaward, as described above, to Collaborator. The statement of work and budget for this subaward are (check one): <input type="checkbox"/> as specified in Collaborator's proposal dated _____; or <input checked="" type="checkbox"/> as shown in Attachment 5. In its performance of subaward work, Collaborator shall be an independent entity and not an employee or agent of University.			
2) University shall reimburse Collaborator not more often than monthly for allowable costs. All invoices shall be submitted using Collaborator's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), subaward number, and certification as to truth and accuracy of invoice. <i>Invoices that do not reference University's subaward number shall be returned to Collaborator.</i> Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Financial Contact, as shown in Attachment 3.			
3) A final statement of cumulative costs incurred, including cost sharing, marked "FINAL," must be submitted to University's Financial Contact NOT LATER THAN sixty (60) days after subaward end date. The final statement of costs shall constitute Collaborator's final financial report.			
4) All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Collaborator.			
5) Matters concerning the technical performance of this subaward should be directed to the appropriate party's Project Director, as shown in Attachment 3. Technical reports are required as shown above, "Reporting Requirements."			
6) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this subaward agreement should be directed to the appropriate party's Administrative Contact, as shown in Attachment 3. Any such changes made to this subaward agreement require the written approval of each party's Authorized Official, as shown in Attachment 3.			
7) Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.			
8) Either party may terminate this agreement with thirty days written notice to the appropriate party's Administrative Contact, as shown in Attachment 3. University shall pay Collaborator for termination costs as allowable under OMB Circular A-21 or A-122, as applicable.			
9) No-cost extensions require the approval of the University. Any requests for a no-cost extension should be addressed to and received by the Administrative Contact, as shown in Attachment 3, not less than thirty days prior to the desired effective date of the requested change.			
10) The Subaward is subject to the terms and conditions of the Prime Award and other special terms and conditions, as identified in Attachment 2.			
11) By signing below Collaborator makes the certifications and assurances shown in Attachments 1 and 2.			
Agreed by Authorized Official of University  Name: Karen M. Jensen, MBA Title: Senior Grant and Contract Administrator		Agreed by Authorized Official of Collaborator  Name: Claire L. Reid Title: Director of Grant and Contract Services	
Date: 9/18/08		Date: 9/22/08	

**Attachment 3
Subaward Agreement**

WHOI Contacts	Collaborator Contacts
<p>Administrative Contact</p> <p>Name:</p> <p>Address:</p> <p>Telephone:</p> <p>Fax:</p> <p>Email:</p>	<p>Administrative Contact</p> <p>Name: Claire L. Reid, Director, Grant & Contract Services</p> <p>Address: 183 Oyster Pond Rd. Fenno House, ms #39 Woods Hole, MA 02543</p> <p>Telephone: 508-289-2462</p> <p>Fax: 508-457-2189</p> <p>Email: creid@whoi.edu</p>
<p>Principal Investigator</p> <p>Name:</p> <p>Address:</p> <p>Telephone:</p> <p>Fax:</p> <p>Email:</p>	<p>Project Director</p> <p>Name: Robert C. Groman</p> <p>Address: Swift House, ms #38 Woods Hole, MA 02543</p> <p>Telephone: 508-289-2409</p> <p>Fax: 508-457-5126</p> <p>Email: rgroman@whoi.edu</p>
<p>Financial Contact</p> <p>Name:</p> <p>Address:</p> <p>Telephone:</p> <p>Fax:</p> <p>Email:</p>	<p>Financial Contact</p> <p>Name: Patricia Lake Accounts Receivable</p> <p>Address: Challenger, ms #14 Woods Hole, MA 02543</p> <p>Telephone: 508-289-2385</p> <p>Fax: 508-457-2153</p> <p>Email: plake@whoi.edu</p>
<p>Authorized Official</p> <p>Name:</p> <p>Address:</p> <p>Telephone:</p> <p>Fax:</p> <p>Email:</p>	<p>Authorized Official</p> <p>Name: Claire L. Reid, Director, Grant & Contract Services</p> <p>Address: 183 Oyster Pond Rd. Fenno House, ms #39 Woods Hole, MA 02543</p> <p>Telephone: 508-289-2462</p> <p>Fax: 508-457-2189</p> <p>Email: creid@whoi.edu</p>