# Annotated Contract Review

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Subcontract Under a Federal Contract  
No. 24-00373 ("Subcontract")  
Under Advanced Technology International (ATI) ("Awarding Agency")  
AMTC-20-02-053 ("Prime Contract")  
This Subcontract is entered into by and between the parties named below, for the performance of a portion of the Statement  
of Work originally awarded to the Contractor under the Prime Contract. The parties agree to the following terms and  
conditions:  
Prime Contractor ("Contractor")  
Name: Wichita State University  
Address: 1845 Fairmount, Wichita, KS 67260-0093  
DUNS: 053078127  
Subcontractor ("Subcontractor")  
Name: Auburn University  
Address: 540 Devall Dr, Suite 200 Auburn AL 36832-5888  
DUNS: 066470972  
Prime Contractor PI Name: John S. Tomblin, Ph.D.  
Subcontractor PI Name: Suhasini Gururaja  
Subcontract Period of Performance:  
Start: 22 Sept 23  
Contract Value:  
Funding This Action: $99,859  
Total Funding to Date: $99,859  
Anticipated Total Contract Value: $99,859  
End: 21 Sept 24  
Subcontract Type: Cost Reimbursable  
Project Title: Influence of Process-Induced Defects on Mode I Fracture Resistance of Laminated Composites -  
Phase II  
1. Subcontractor's Work: Subcontractor will be responsible for the services as outlined in the Statement of Work ("SOW")  
attached hereto as Attachment 4 and related tasks as are assigned by Subcontractor staff in writing, which are made a  
part of this Subcontract by this specific reference ("Services").  
2. Limitation on Costs: Contractor is not liable for any cost in excess of the amount listed above without prior formal  
modification to this Subcontract.  
3. Payment: Subcontractor shall submit invoices in the format of the Sample Invoice at Appendix A or in a similar format  
consistent with Subcontractor's approved accounting system for the purposes of reimbursement. Invoices must be  
prepared in a manner and in sufficient detail to support all costs incurred during the invoice period and cumulative to  
date. Invoices must meet specific invoicing requirements to the separate funding sources. A detailed itemization of  
actual expenses incurred during the invoice period must be attached to each invoice upon request by Contractor.  
Individual expense items must be supported by a copy of receipt or vendor invoice and retained by Subcontractor.  
Invoices that do not provide said information may be returned to Subcontractor. Subcontractor must submit an invoice  
and any applicable cost share contribution for allowable costs incurred no later than the fifteenth business day after the  
end of each month as directed under Appendix A. Invoices shall not be submitted more frequently than monthly except  
for final invoices. Subcontractor will mark "Final Invoice" on the final invoice submitted under this Subcontract. The final  
reporting, if required, from Subcontractor to Contractor shall be submitted no later than thirty (30) days after the period  
of performance. All invoices shall contain the following certification as to truth and accuracy of invoice: "By signing this  
report, I certify to the best of my knowledge and belief that the report is true, complete and accurate, and the  
expenditures, disbursements and cash receipts are for the purposes and intent set forth in the award documents."  
Invoices that do not reference Subcontract Number may be returned to Subcontractor. Invoices and questions  
concerning invoice receipt or payments should be directed to the appropriate party's Invoice Point of Contact as shown  
in Attachments 3A & 3B. All payments shall be considered provisional and subject to adjustment if adjustment is  
necessary as a result of an adverse audit finding against Subcontractor. Contractor reserves the right to reject any  
invoice that does not comply with the terms of this Subcontract. Subcontractor shall have the right to submit a correct  
invoice. A corrected invoice should be submitted as soon as possible, and no later than thirty (30) days following the  
end of the Period of Performance. Payment shall be due net forty-five (45) days from the date of an acceptable invoice.  
4. Incorporation of Terms and Conditions: The documents set forth in Section 5 below (the "Attachments") are attached  
hereto and hereby incorporated in their entirety as if fully set forth herein.  
5. Order of Precedence: Any inconsistencies in this Subcontract shall be resolved by giving precedence in the following  
order:  
a. This Document and Attachment 1, "Representations and Certifications;"  
b. Attachment 7, "State of Kansas Contractual Provisions Attached DA-146a (Rev. 03-22);"  
c. Attachment 6, "Prime Contractor Cooperative Agreement Flowdown Clauses (hereinafter "Prime Contract  
Terms and Conditions");  
d. Attachment 4, "Subcontractor Statement(s) of Work and Reporting Requirements"  
e. Other documents, exhibits, and attachments  
6. Key Personnel: All Subcontractor personnel identified in the Prime Contract including, but not limited to Subcontractor's  
Principal Investigator (the "Key Personnel") are considered essential to the work to be performed under this Subcontract.  
If Subcontractor wishes to replace and/or reduce the effort of any or all of its Key Personnel, Subcontractor shall provide  
written notice of such modification (including, but not limited to the names and effort of the proposed substitute Key  
Personnel) to Contractor at least thirty (30) business days prior to the proposed start date of any new Key Personnel.  
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Upon receipt of Subcontractor's notice of replacement of Key Personnel, Contractor shall have the option to either (a)  
accept any or all of the substitute Key Personnel, (b) request different Key Personnel, and/or (c) terminate this  
Subcontract, without penalty. Contractor shall notify Subcontractor within thirty (30) business days after receipt of such  
notice of its decision either to continue the Subcontract with the substituted Key Personnel, request different Key  
Personnel, or to terminate this Subcontract. Under no circumstance is Contractor obligated to accept Subcontractor's  
proposed substitute Key Personnel.  
7. Protection of Proprietary Information. Subcontractor may gain access to Confidential Information of either Contractor  
and/or third parties during the performance of this Subcontract. For purposes of this Subcontract, "Confidential  
Information" means any information, knowledge or data received by one Party (the "Receiving Party") from the other  
Party (the "Disclosing Party") that is: (a) clearly marked with proprietary legends by the DISCLOSING PARTY at the  
time of disclosure, or (b) if the information is orally or visually disclosed, that is identified as proprietary at the time of  
said first disclosure and is clearly marked with proprietary legends and/or is reduced to writing within thirty (30) days of  
oral or visual disclosure. The Parties agree that all Confidential Information shall be kept confidential and shall not be  
disclosed to third parties and will be treated by the Parties with the same degree of care with which each treats and  
protects its own Confidential Information, but in no instance less than reasonable care. In addition, Receiving Party shall  
only disclose Confidential Information to those employees within its organization requiring access to perform tasks  
contemplated by this Subcontract, and any such employees shall be made aware of and subject to the restrictions  
imposed hereunder on the use of the Confidential Information. The obligations set forth under this paragraph shall  
continue for a period of five (5) years after the expiration or earlier termination of this Subcontract.  
8. Insurance. Reserved.  
9. Indemnification. Except as provided herein, each Party shall be responsible and liable for any claims, liabilities,  
demands, lawsuits and expenses, including attorney's fees, relating to the acts and omissions of that Party, its agents  
and employees committed in the performance of this Subcontract. In the event that a claim is made against either or  
both Parties relating to the performance of this Subcontract, it is the intent of both Parties to cooperate in the defense  
of such claims. Each Party shall have the right to take any and all action it believes necessary to protect its interest ..  
Contractor's liability under this section shall not exceed the amount set forth in the Kansas Tort Claims Act (K.S.A. 75-  
6101 et seq.).  
10. Assignment. Neither Party may assign this Subcontract or any interest therein without the written consent of the other  
Party .. This Subcontract shall be binding upon and inure to the benefit of the Parties and their respective successors,  
legal representatives, and assigns.  
11. Severability. If any provision of this Subcontract or any provision of any document incorporated by reference shall be  
held invalid, such invalidity shall not affect the other provisions of this Subcontract which can be given effect without the  
invalid provision, and to this end the provisions of this Subcontract are declared to be severable.  
12. Waiver. No waiver of any term or provision of this Subcontract whether by conduct or otherwise in any one or more  
instances shall be deemed to be, or construed as, a further or continuing waiver of any such term or provision, or of any  
other term or provision, of this Subcontract.  
13. Unilateral Amendments. Contractor may issue certain changes to the Subcontract Period of Performance and  
Subcontractor Budget:  
Unilaterally X Bilaterally.  
14. Termination for Convenience and Stop Work Order: Contractor shall have the right to terminate this Subcontract  
with 30 days' written notice to Subcontractor at any time and for any reason. In the event that Awarding Agency  
terminates the Prime Contract (or any statements of work issued to Contractor under the Prime Contract), Contractor  
shall terminate this Subcontract in accordance with the terms of the Prime Contract. Upon termination of this  
Subcontract, Subcontractor shall be reimbursed for allowable costs and non-cancelable obligations incurred prior to the  
date of termination and shall furnish all necessary data, deliverables, and final reports, in accordance with Attachments  
4 and 5, on the research completed or in progress through the date of termination. In the event of a Stop Work Order  
issued by the Awarding Agency, Subcontractor shall immediately comply upon receiving such notice by the Contractor.  
15. Disputes. The parties shall make good faith efforts to attempt to resolve all disputes through informal means. Each  
party agrees that, prior to resorting to litigation to resolve any dispute, it will confer with the other party to determine  
whether other procedures that are less expensive or less time-consuming can be adopted to resolve the dispute.  
Notwithstanding the foregoing, nothing in this Subcontract shall prevent and/or prohibit either party from exercising any  
right available to it either at law or in equity.  
16. Force Majeure. Neither party shall be liable to the other for any failure or delay caused by events beyond the party's  
reasonable control, including, without limitation, a failure to furnish necessary information, sabotage, failures or delays  
in transportation or communication, failures or substitutions of equipment, labor disputes, accidents, shortages of labor,  
fuel, raw materials, or equipment, or technical failures (in each case, a "Force Majeure Event"), provided the party that  
is prevented from carrying out its obligations hereunder (the "Affected Party"): (i) notifies the other party (the "Non-  
Affected Party") immediately of any Force Majeure Event, and (ii) uses its reasonable best efforts to mitigate and remedy  
the adverse effects of such a Force Majeure Event. In the event said Force Majeure Event persists for longer than thirty  
(30) days, Contractor shall have the option to terminate this Subcontract, without penalty.  
17. Independent Contractor. The Subcontractor is engaged as an independent contractor. Nothing in this Subcontract  
is intended to, or shall be deemed to, constitute a partnership or joint venture between the parties. No party has the  
authority to bind any other party in contract or to incur any debts or obligations on behalf of any other party, and no  
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