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Cooperative Agreement No. ATM-9209181 Subaward No. UCAR S97-74046

PRIME AWARDEE:

UNIVERSITY CORPORATION FOR

ATMOSPHERIC RESEARCH 1850 TABLE MESA DRIVE BOULDER, COLORADO 80303

SUBAWARDEE:

UNIVERSIDAD DE LA REPÚBLICA-URUGUAY

JULIO HERRERA y REISSIG 565

MONTEVIDEO-CP11300

URUGUAY

This Subaward, made and entered into on this day of
Octor 1997, by and between the UNIVERSITY CORPORATION FOR
ATMOSPHERIC RESEARCH (hereinafter called "UCAR"), a corporation organized and
existing under the laws of the State of Colorado, and UNIVERSIDAD DE LA REPÚBLICA-
URUGUAY (hereinafter called the "Subawardee"), WITNESSETH THAT:

WHEREAS, UCAR has entered into a cooperative agreement (hereinafter called the "Agreement") with the United States Government (hereinafter called the "Government"), represented by the National Science Foundation (hereinafter called "Foundation"), designated as Agreement No. ATM-9209181 for staffing, managing, operating and maintaining the Joint Office of Scientific Support (hereinafter called JOSS), which administers the Inter-American Institute for Global Change Program (IAI).

NOW, THEREFORE, the Subawardee is willing to perform a portion of the work required by the Agreement, and UCAR wishes the Subawardee, in furtherance of the Agreement to perform that portion of the work hereinafter more fully described in Schedule A, hereto annexed consisting of 5 pages and XI Articles and by this reference incorporated herein, subject

SCHEDULE A UNIVERSITY CORPORATION FOR ATMOSPHERIC RESEARCH REVISION 1

ARTICLE I - BACKGROUND AND STATEMENT OF WORK

Background

The Joint Office of Scientific Support (JOSS) under this Subaward is administering the Inter-American Institute for Global Change (IAI) Initial Science Program (ISP) grants which will be one-time awards that may be used for activities that have near-term benefits to the advancement of the IAI Science Agenda. The ISP awards are not renewable, but may have a duration of up to three years.

One of the IAI's objectives is to promote regional cooperation for interdisciplinary research on global change in areas such as earth, ocean, and atmospheric sciences as well as the social sciences. To achieve the above, IAI funded scientific research is to focus on global change impacts on ecosystems and biodiversity, socio-economic issues, and technological level and economics of nations of the region.

The Subawardee, under the direction of Principal Investigator, Dr. Gabriel J. Pisciottano, shall conduct a Project titled "Precipitation in Southeastern South America: Influence of Sea Surface Temperatures, Predictability and Variability."

ARTICLE II - PERIOD OF PERFORMANCE

This Subaward shall become effective on November 1, 1997 and shall remain in effect through June 30, 1999.

ARTICLE III - COMPENSATION

The Subawardee's compensation for the work of this Subaward shall be based on a fixed sum as described in the budget data contained in the Subawardee's proposal and under the provisions of paragraphs A, B, C, D and E below:

A. <u>Services</u>. The Subawardee's compensation for personal services hereunder shall be based

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upon a fixed sum that include the Subawardee's costs for salaries and wages, including fringe benefits, of its personnel directly engaged in the performance of this Subaward and properly allocable thereto.

- B. <u>Materials, Supplies, Services and Equipment</u>. Expenses for materials, supplies, services and equipment properly allocable to the work of this Subaward are included in the fixed sum of the Subaward.
- C. <u>Travel</u>. Reimbursement of expenses for travel made in the performance of and properly allocable to this Subaward shall be made in accordance with the Subawardee's established travel policy, subject to the provisions of Article VIII below.
- D. Overhead. The Subawardee shall use the approved overhead rate by its cognizant auditor, if applying overhead and G & A, and shall provide a proof of any approved rates to the UCAR Contracts Administrator. Overhead costs charged to the Subaward shall go to the institution(s) incurring the costs.
- E. <u>Change of Cost Category</u>. The Subawardee shall submit to the Technical Representative any changes of cost category more than ten (10) percent.

ARTICLE IV - PAYMENT

Payment will be made in advance.

ARTICLE V - FIXED SUM

The Fixed Sum for the work during the period of performance herein of this Subaward is \$90,000.00.

ARTICLE VI - MID-TERM AND FINAL REPORT

Subawardee shall submit a mid-term report, and then a final report when the project is completed, to the IAI Directorate.

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ARTICLE VII - UCAR REPRESENTATIVES

UCAR's Technical Representative for this Subaward is Shannon Andrews. For all other contract administration matters UCAR's Contracts Representative is Ralph Price, Contracts Administrator.

Correspondence to each individual respectively may be directed as follows:

Ms. Shannon Andrews **JOSS**

P.O. Box 3000

Boulder, Colorado 80307-3000

Phone: (303) 497-8687, FAX: (303) 497-8633

Email: shannona@ucar.edu

Mr. Jerry McCormack Contracts Administrator **UCAR Contracts Office** P.O. Box 3000 Boulder, Colorado 80307-3000

Phone: (303) 497-2139, FAX: (303) 497-8501

Email: geraldm@ucar.edu

ARTICLE VIII - TRAVEL

- Travel Restrictions. The Subawardee shall take necessary steps to restrict both individual A. and group travel under this Subaward to the minimum required for effective performance of the work.
- B. Mode of Travel. The Subawardee will minimize the loss of productive time resulting from the choice of a slow means of transportation (e.g., use of surface transportation instead of air transportation, or the use of employee vehicles instead of faster commercial transportation). Relative costs of both transportation and the loss of productive time should be considered in choosing among alternative means of transportation.
- C. <u>Lower-Tier Subawards</u>. The Subawardee further agrees to insert Paragraphs A through C of this article in all lower-tier cost reimbursement subawards hereunder.

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ARTICLE IX - KEY PERSONNEL

The personnel specified in Article I of this Schedule A are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other programs, the Subawardee shall notify UCAR reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the Subawardee without the written consent of UCAR, provided that UCAR may ratify in writing such diversion and such ratification shall constitute the consent of UCAR required by this article. This Subaward may be amended from time to time during the course of the Subaward to either add or delete personnel as appropriate.

ARTICLE X - SPECIAL CONDITIONS

A. Reports

A three-page mid-term progress report and a final report addressing the accomplishments of the project shall be submitted to the IAI Directorate. Mid-term and final reports shall explicitly address expenditures. Final reports should be submitted within 90 days after completion of the Study. Investigators failing to submit a final report will not be eligible for further IAI support.

B. Salaries

A complement to the investigator's home institution basic salaries may be paid for specific periods of the project duration in accordance with IAI Policy Guidelines for Overhead and Salaries of Research Projects and the investigator's home institution's policies on salaries.

ARTICLE XI - COPYRIGHT INDEMNIFICATION

The Subawardee expressly warrants and represents to UCAR that it is the owner and/or holder of transferable rights under U.S. and International copyright law, and has the right to grant UCAR a license for use of all copyrightable material provided within the scope of this Subaward.

Furthermore, the Subawardee shall indemnify UCAR, its Officers, Trustees, and Member Institutions, the National Center for Atmospheric Research, and the United States Government, its officers, and agents, and employees, against any liability, including costs for infringement of any copyright arising out of this Subaward. The foregoing indemnity shall not apply unless the Subawardee shall have been informed as soon as practicable by UCAR of the suit or action alleging such infringement, and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in the defense thereof; or a claimed infringement is settled without the consent of the Subawardee, unless required by final decree of a court of competent jurisdiction.

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to the terms and conditions herein.

This Subaward does not bind or purport to bind the United States Government or the National Science Foundation.

IN WITNESS WHEREOF, the parties have executed this Subaward as of the date first above written.

Witness:	ATMOSPHERIC RESEARCH
By:	By: Jerry McCormack
Title: Administrative Assistant	Title: Contracts Administrator
By: DE DEPARTMENTS Title:	UNIVERSIDAD DE LA REPÚBLICA-URUGUAY By: Dr. Ing. RARAEL GUARGA Decano Title:

UNIVERSIDAD DE LA REPUBLICA

URUGUAY

-Ing. Quím. Jorge Brovetto

Title: Rector