

**Subcontract Between
Cleveland FES Center
and**

_____.

This AGREEMENT, by and between The Cleveland Functional Electrical Stimulation Center, Cleveland, Ohio, (hereinafter referred to as FESC), and _____, whose principal place of business is _____, (hereinafter referred to as SUBCONTRACTOR), involves an approved collaborative effort between the SUBCONTRACTOR and FESC, where SUBCONTRACTOR has agreed to use its personnel, facilities, and reasonable efforts in the performance of the work. THEREFORE, the parties mutually agree as follows:

ARTICLE 1. STATEMENT OF WORK

The SUBCONTRACTOR shall supply all the necessary personnel, equipment, and materials (except as otherwise may be provided herein) to accomplish the tasks set forth in the attached scope of work, marked Exhibit B, which by this reference is incorporated herein.

ARTICLE 2. PERIOD OF PERFORMANCE

The effective period of this AGREEMENT shall commence (Start Date) and terminate (End Date), unless otherwise provided for by modification of this AGREEMENT, which shall be in writing and signed by all parties to this AGREEMENT.

ARTICLE 3. CONTINUED SUPPORT

Contingent upon receiving appropriate continuation funding from their primary sponsors, FESC expects to continue subcontract support at approximately the following level(s):

Year 2) (Amount), Year 3) (Amount)

ARTICLE 4. PROJECT DIRECTOR (FESC)

The FESC Director, or its designated FESC representative, shall have the overall responsibility of the technical, scientific, and programmatic aspects of the projects awarded to FESC. Any changes to the scope of work by the SUBCONTRACTOR must be approved in writing by the FESC Director.

ARTICLE 5. PROJECT DIRECTOR (SUBCONTRACTOR)

The project director representing the SUBCONTRACTOR for the purpose of technical direction in accordance with Article 1 shall be Nancy Saxman. A change in the designated project director shall require the prior written approval of FESC.

ARTICLE 6. USE OF FUNDS

The SUBCONTRACTOR is responsible for ensuring that costs charged to this subcontract are necessary to advance the scope of work being funded.

ARTICLE 7. PRIOR APPROVALS

Requests made by the SUBCONTRACTOR for cost or other administrative prior approvals, required by the provisions set forth by this Subcontract should be signed by both the Subcontract's Principal Investigator and Subcontractor's Authorized Representative, and be delivered to the FESC Administrative Official, who will initiate the appropriate action required of the situation.

ARTICLE 8. METHOD OF PAYMENT

SUBCONTRACTOR shall submit invoices at frequencies no more than monthly for reimbursement of allowable costs incurred, to the following address:

Julie Jacono Tel: (216) (368-0225)

Director of Operations

Cleveland FES Center
11000 Cedar Ave. Suite 230
Cleveland, OH 44106

All invoices must provide a breakdown of current charges, by major categories in such a way to allow comparison with SUBCONTRACTOR's estimate set forth in Exhibit C. The final invoice shall be submitted to FESC within forty-five (45) days of the termination date of this AGREEMENT.

ARTICLE 9. REPORTING REQUIREMENTS

SUBCONTRACTOR agrees to assist and/or render any reports that may be requested by FESC Director and/or Fiscal Officer that are needed to allow FESC to meet their reporting requirements. Final Financial and Progress reports are to be marked "Final" and are due within 60 days of the termination of this AGREEMENT. All reports should be submitted to the FESC Director, or its designated FESC representative.

ARTICLE 10. AUDIT

SUBCONTRACTOR agrees to maintain books, records, and documents and other evidence pertaining to all costs and expenses incurred and revenues acquired under this AGREEMENT to the extent and in such detail as will properly reflect all costs and expenses of whatever nature for which reimbursement is claimed. The books of account and other records which are applicable to this AGREEMENT shall at all times be available for inspection, review, and audit by FESC to determine proper application and use of all funds paid to or for the account of benefit of SUBCONTRACTOR. All costs incurred under this AGREEMENT are also subject to audit by the FESC. The SUBCONTRACTOR agrees to give the FESC access to its records where necessary to support costs relating to the grant.

ARTICLE 11. EQUIPMENT ACCOUNTABILITY

Inventory accountability, and disposition of equipment will be in accordance with FESC policy. Upon termination of the grant, the SUBCONTRACTOR's need for the equipment acquired under this AGREEMENT shall be taken into account when determining disposition of title.

ARTICLE 12. PROTECTION OF HUMAN SUBJECTS

The SUBCONTRACTOR will comply with federal policies and regulations for the protection of human subjects. In addition to assuring that the initial requirements for protection of human subjects are met, the SUBCONTRACTOR agrees to assure continued monitoring and compliance with these requirements during the course of the project.

ARTICLE 13. VERTEBRATE ANIMALS

Should warm-blooded animals be used in this subcontract project, SUBCONTRACTOR will comply with the applicable portions of the Animal Welfare Act (P.L. 99-158).

ARTICLE 14. INTELLECTUAL PROPERTY AND PUBLICATIONS

The protocols and data developed by this collaboration will be owned by FESC where the SUBCONTRACTOR has been specifically compensated for the generation of such protocols and/or data. A FESC Non-Disclosure Agreement will be executed by the SUBCONTRACTOR to protect confidential FESC information or to file FESC patents. To this end, the FESC Director will review all publications and/or patent filings related to this collaboration prior to submission. Any delay will not exceed 90 days for the purpose of filing patents.

ARTICLE 15. LIABILITY

The SUBCONTRACTOR is and will be acting as an independent contractor in the performance of this work, and it shall be solely responsible for the payment of any and all claims for loss, personal injury, death, property damage, or otherwise, arising out of any act or omission of its employees or agents in connection with the performance of this work. The SUBCONTRACTOR shall take out and maintain during the life of this AGREEMENT such bodily injury, professional malpractice, and property damage

liability insurance as shall protect it from claims for damages for personal injury, including death, as well as from claims for property damage, which may arise from its activities under this AGREEMENT. Neither the SUBCONTRACTOR, its employees, or assignees shall be deemed employees of FESC while performing under this AGREEMENT.

ARTICLE 16.TERMINATION

FESC or SUBCONTRACTOR may terminate this AGREEMENT with cause at any time giving 30 days prior written notice. Upon written notice, SUBCONTRACTOR shall refrain from incurring any additional costs under this AGREEMENT and shall use its best efforts to cancel commitments made by it prior to the receipt of such a notice. Termination shall not affect any commitments which, in the judgement of FESC, have properly become legally binding prior to the revised termination date and which could not have been reasonably cancelled by SUBCONTRACTOR.

ARTICLE 17.REPRESENTATION

Representatives of the Parties to this Collaboration are as follows:

A. For FESC

I. Technical Issues – Jim Uhler - Tel: (216) 368-3153

II. Fiscal Issues – Julie Jacono – Tel: (216) 368-0225

III. Contract Issues – Dr. Hunter Peckham – Tel: (216) 778-3480

B. For SUBCONTRACTOR

I. Research Issues -

II. Fiscal Issues -

III. Contract Issues -

ARTICLE 18.MISCELLANEOUS

This AGREEMENT shall be construed under the laws of the State of Ohio.

Any changes to this AGREEMENT must be in writing and signed by both parties.

Accepted for FESC:

_____ **Date**

Accepted for _____:

_____ **Date**