

Exhibit E, Cost-Reimbursement Type Subagreements for Research, an Informal Guide

COST-REIMBURSEMENT TYPE SUBAGREEMENTS FOR RESEARCH:  
AN INFORMAL GUIDE

Rule No. 1 in writing subagreements is, of course, "follow the prime." Examples of clauses shown below are in no way intended to replace or supersede instructions in the prime award, but may be helpful when guidance in the prime on a particular topic is lacking. In fact, clauses in the prime covering a number of these topics may be incorporated by reference in the subagreement. Thus the following clauses may be used when there is no corresponding clause incorporated from the prime, or when required by University policy or the special needs of the subagreement.

Section 1

The following topics are almost always covered in subagreements (often two or more topics will be found under a single clause in an actual subagreement; different aspects of a single topic may also be covered in separate clauses):

PARTIES TO THE SUBAGREEMENT: For example:

This agreement is executed this [day] of [month, year] by and between The Regents of the University of California, [campus], a corporation of the State of California (hereinafter referred to as "University") and \_\_\_\_\_ (hereinafter referred to as "Subcontractor").

SCOPE OF WORK: Description of the work to be done under the subagreement; often incorporated by reference. The description should be clear enough to delineate the work to be done under the instant subagreement, as opposed to a more general statement of work being done under the prime award. Clarity is even more essential when patentable inventions might be made in the course of work. In addition, the agreement may state that the subcontractor agrees to use its best efforts to perform the work within the estimated cost and within the period of performance.

PROJECT PERSONNEL: Names and addresses of persons responsible for the technical and administrative aspects of the subagreement.

PERIOD OF PERFORMANCE: Inclusive beginning and ending dates.

COST LIMITATION: The University's financial liability under the subagreement, for example:

The cost to University for the performance hereunder is estimated to be \$ \_\_\_\_\_. If, at any time, Subcontractor has reason to believe that the cost for the performance will be greater than the

estimated cost in this agreement, Subcontractor shall notify University in writing to that effect, giving a revised estimate of the cost of completion of performance. University shall not be obligated to reimburse Subcontractor for the costs incurred in excess of the estimated cost specified above, and Subcontractor shall not be obligated to incur costs in excess of such estimated costs unless and until University has notified Subcontractor in writing that the estimated cost has been increased appropriately. Upon expenditure of the estimated cost specified in this agreement, Subcontractor's obligation to continue performance shall cease.

BUDGET AND ALLOWABLE COSTS: Usually incorporated by reference. If the subagreement is under a prime federal award, then the federal cost principles applicable to the type of subcontractor should be incorporated by reference (e.g. A-21 for educational institutions, A-122 for most other nonprofits). Under nonfederal primes, the subagreement budget categories may be referenced, for example:

Subcontractor shall make expenditures in accordance with its approved budget, as set forth in Exhibit \_\_ attached hereto and made a part of this agreement. No other costs are allowed.

The indirect costs referred to in the attached budget, Exhibit \_\_, as "overhead" are to be paid in accordance with the rate set forth in Subcontractor's approved indirect cost rate agreement with its Federal Cognizant Agency or, in the absence of an approved rate agreement, as agreed to by University.

In addition, restrictions on rebudgeting may be necessary to meet the needs of the prime sponsor, the principal investigator, and the subcontractor. Particular cost categories (e.g. foreign travel not in the approved budget, contracting out of substantive work, purchase of real property) or actions (e.g. preaward costs, no-cost extensions) can be listed as requiring prior written University approval; alternatively, cumulative budgetary shifts may be limited to a certain percentage (usually between 10% and 25%) of total direct costs.

PAYMENT AND/OR SUBMISSION OF INVOICES: The basis on which payment will be made, for example:

Subcontractor shall submit monthly invoices for the allowable costs incurred in the performance of the work hereunder to University. Costs must be identified on each invoice by line item similar to the budget in Attachment \_\_. Invoices in triplicate shall be submitted on Subcontractor's billing forms to: \_\_\_\_\_ . University will make provisional payment on all invoices submitted in accordance with the terms of this agreement. The final invoice, clearly marked final, must be submitted within \_\_ days after the expiration date of this agreement. The final invoice shall include the following certification: "Payment of this final invoice shall constitute complete satisfaction of all of University's obligations under this agreement and \_\_\_\_\_ [legal

name of subcontractor] releases and discharges University from all further claims and obligations upon payment hereof."

FINANCING: The rate at which funds will be transferred to the subrecipient if different from invoicing schedule (e.g. when advance payments are authorized). For example:

Upon execution of this agreement, University will issue to Subcontractor under separate cover a check advancing payment in the amount of \$\_\_\_\_\_. University will issue a second check in the amount of \$\_\_\_\_\_ upon submission of an interim financial report specifying full expenditures of the advance payment. University will issue a final check to Subcontractor upon submission of a final financial report specifying total expenditures under this agreement and a final technical report. Unexpended funds advanced, if any, shall be refunded to University with the final financial report upon termination or expiration of this agreement.

The financing schedule can also be tied to the schedule of deliverables under the subagreement.

REPORTS/DELIVERABLES: What is expected to be delivered by the subrecipient and when (and if applicable, in what condition). For example:

Progress reports summarizing progress on work being performed under this agreement shall be submitted to University's Principal Investigator in accordance with the following schedule: \_\_\_\_\_. Within ninety (90) days following the expiration or termination of this agreement, Subcontractor shall furnish University's Principal Investigator with an original and two (2) copies of a final performance report that covers the entire period of support. Within ninety (90) days following expiration or termination of this agreement, Subcontractor shall submit to University a final invoice as specified in Article \_\_, a final invention report as specified in Article \_\_, and a final property report as specified in Article \_\_.

AUDITS/ACCESS TO RECORDS: When the subagreement is under a State award, see Contract and Grant Memo 86-9; when the subagreement is under a federal award, see Section 4 of this Enclosure.

AMENDMENTS: How the subagreement may be changed. For example:

This agreement may be amended only with the express written approval of both parties.

TERMINATION: How the subagreement may be terminated before the ending date. For example:

Either party may terminate this agreement upon thirty (30) days written notification to the other. In the event of such termination, Subcontractor shall take all reasonable steps to minimize further costs, and shall be entitled to reimbursement for costs and noncancellable obligations incurred prior to the effective date of termination, except in no event shall such reimbursement exceed the amount set forth in Article \_\_, Cost Limitation. The allowability of costs in the event of termination shall be determined in accordance with [the cost principles applicable to the agreement]. Within sixty (60) days after termination, Subcontractor shall submit a final invoice to University and University shall promptly make payment to Subcontractor of the amount due.

If the prime award requires that the subagreement cover the topic of termination for default, the following clause may be used:

- A. University may by written notice stating the extent and effective date cancel and/or terminate this agreement for convenience in whole or in part at any time. In the event of termination Subcontractor shall be reimbursed for all costs to date of termination.
- B. University may by written notice terminate this agreement for Subcontractor's default, in whole or in part, at any time, if Subcontractor refuses or fails to comply with the provisions of this Subcontract, or fails to make progress as to endanger performance and does not cure such failure within the time specified or any written extension thereof. In such event, University may purchase or otherwise secure services and, except as otherwise provided herein, Subcontractor shall be liable to University for any excess costs occasioned University thereby.

If after notice of termination for default, University determines that Subcontractor was not in default or that the failure to perform this agreement was due to causes beyond the control and without the fault or negligence of Subcontractor (including, but not restricted to, acts of God or of the public enemy, acts of University, acts of Government, fires, floods, epidemics, quarantine restriction, freight embargoes, unusually severe weather, and delays of a Subcontractor or supplier due to such causes and without the fault or negligence of the Subcontractor or supplier), termination shall be deemed for the convenience of University, unless University shall determine that the services covered by this agreement were obtainable by Subcontractor from other sources in sufficient time to meet the required performance schedule.

- C. The right and remedies of University provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

SOCIO-ECONOMIC CLAUSES:

Civil rights/nondiscrimination: For example:

Subcontractor must comply with applicable provisions of Title VI of the Civil Rights Act of 1964, as amended; Executive Orders 11246 and 11375; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; and Section 504 of the Rehabilitation Act of 1973, as amended.

Clean air and water (when the subagreement is over \$100,000): for example:

Subcontractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as amended, and the Federal Water Pollution Control Act, as amended. Violations shall be reported to [prime federal sponsor] and the Regional Office of the Environmental Protection Agency. Subcontractor agrees to insert the substance of the provisions of this clause into any nonexempt subaward or contract under this agreement.

Student unrest (under PHS grants): for example:

Subcontractor shall be responsible for carrying out the provisions of any applicable statutes relating to remuneration from funds provided by this agreement to any individual who has been engaged or involved in activities described as "student unrest."

Use of U.S.-flag air carriers (under federal awards): For example:

If foreign air travel is authorized under this agreement, U.S.-flag air carrier service shall be used to the extent such service is available, as specified in [prime award]. The substance of this clause shall be inserted in all subcontracts at any tier under this agreement.

Debarment and suspension (see Contract and Grant Memo 88-19 and Section 4 of this Enclosure)

Scientific misconduct (see Access to Scientific Records clause in Section 4 of this Enclosure)

Anti-kickback (see Contract and Grant Memo 87-11 and Section 4 of this Enclosure)

Lobbying (see Contract and Grant Memo 90-2 and Section 4 of this Enclosure)

Salary limitations (see Contract and Grant Memo 90-3 and Section 4 of this Enclosure)

[Please contact the Office of the President Research Administration Office if you need copies of any of these Memos.]

## Section 2

The following additional topics are often covered in subagreements:

RECITALS: Why the parties are entering into the subagreement. For example:

WHEREAS the University is the recipient of [prime award] for the conduct of a research program titled \_\_\_\_\_; and

WHEREAS it is considered in the best interest of [prime award sponsor] and University for Subcontractor to participate in this project;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, University and Subcontractor agree to a cost-reimbursement agreement under said award.

ENTIRE AGREEMENT: To make sure that all understandings between the parties are in writing and are incorporated in the subagreement. For example:

This agreement states the entire contract between the parties with respect to the subject matter of this agreement and supersedes any previous or contemporaneous written or oral representations, statements, negotiations or agreements.

Subcontractor acknowledges that it has not been induced to enter into this agreement by any oral or written statements or representations not expressly provided in this agreement.

ORDER OF PRECEDENCE: To delineate what takes precedence in the event of conflict (between statutes, regulations, prime award terms, University policy, and the particular subagreement). For example:

In the event of any inconsistency among sections of this agreement, the order of precedence will be as follows: (1) \_\_\_\_\_; (2) \_\_\_\_\_; etc.

GOVERNING LAW: To specify that the laws of a given State govern the subagreement (in case the subrecipient is not located in California). For example:

This agreement will be governed by applicable federal laws and State of California laws.

### Section 3

The following additional topics are sometimes covered in subagreements, if required by the prime award or as specific circumstances warrant:

PATENTS AND INVENTIONS: The provisions of the prime award are usually determinative. Under a federal grant, patent rights are assigned in accordance with Department of Commerce regulations at 37 CFR 401, as implemented by the prime sponsoring agency. Under a federal contract, patent rights are flowed down via FAR clauses 52.225-11 or 52.225-12, as applicable to the type of subcontractor. Under nonfederal awards, the University must first ensure that its duties to the prime sponsor can be fulfilled. As such, the University may need to assert ownership of inventions made by the subcontractor under the subagreement, particularly if joint inventions are likely. License rights to the University may be needed in cases where the University needs to practice the invention in order to complete the scope of work. Assuming that the University can meet its obligations to the prime without claiming ownership or license rights of any of the subcontractor's inventions, then the usual practice would be to flow down the patent language that is in the prime agreement. In this case the subcontractor would assume the same rights and obligations to the prime sponsor that the University has to the prime sponsor. In addition, when the subcontractor retains title, the prime sponsor may require inventions to be reported directly to it, for example:

Subcontractor shall promptly and fully report directly to [prime award sponsor] all inventions made and reduced to practice in the course of this agreement. Subcontractor shall submit a copy of the transmittal letter of any such report to University.

COPYRIGHTS: For example:

Except as otherwise provided in the conditions of [the prime award], when publications or similar materials are developed from work supported in whole or in part by this agreement, the author is free to arrange for copyright without approval. A copy of such materials and a royalty-free and other fee-free license to use them for educational and research purposes shall be provided to University.

Add when the Federal Government is the prime sponsor:

Any such copyrighted or copyrightable materials shall be subject to a royalty-free, nonexclusive, and irrevocable license to the Government to reproduce, publish, or otherwise use them and to authorize others to do so for Federal Government purposes.

INDEMNIFICATION/LIABILITY: For example:

Subcontractor shall defend, indemnify, and hold The Regents, its officers, employees, and agents harmless from and against any all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Subcontractor, its officers, agents, or employees.

INSURANCE (with non-governmental subcontractors): For example:

Subcontractor shall maintain at its expense, during the period of this agreement, insurance acceptable to University in terms as expressed in Exhibit \_\_, which is herein incorporated into this agreement.

Requirements stated in the Exhibit should be coordinated with the campus Risk Manager. A sample set of insurance requirements that some campuses are using may be found in the sample Exhibit at the end of this guide. In addition, Business and Finance Bulletin BUS-63, "Insurance Requirements/Certificates of Insurance," outlines minimum limits and discusses the risk analysis by campus Risk Managers in respect to raising or lowering limits.

Campus Risk Managers are always available to answer questions regarding the use of indemnification or insurance language.

EQUIPMENT: For example:

Subcontractor shall inform University of any equipment (initial cost of \$500 or more and an expected service life of two (2) years or more) purchased by Subcontractor in whole or in part with funds under this agreement. Subcontractor shall use, maintain and dispose of this equipment in accordance with [applicable federal or other sponsor regulations].

PROGRAM INCOME: For example:

Subcontractor will inform University of any income generated under this agreement. Subcontractor shall remain accountable for such funds pending direction from University on disposition of these funds.

PUBLICATIONS: For example:

Subcontractor shall provide University the opportunity to review any proposed manuscripts describing results of work performed in whole or in part under this agreement thirty (30) days prior to their submission for publication. Four reprints of publications resulting from work performed in whole or in part under this agreement shall be submitted to University's Principal Investigator.

DISSEMINATION OF RESULTS: For example:

Subcontractor shall make available to and closely coordinate with University's Principal Investigator any scientific, technical or professional publication related to the results of the work conducted under this agreement.

PUBLICITY/USE OF NAME: For example:

Neither the Subcontractor nor the University will use the name of the other, either expressly or by implication, in any publicity or advertisement without the express written approval of the other party of this agreement.

ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER: For example:

An acknowledgment of University and [prime award] support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this project, in the following terms:

"This material is based on work supported by [prime award sponsor] under [prime award number] and The Regents of the University of California."

All materials except scientific articles or papers published in scientific journals must also contain the following:

"Any opinions, findings, and conclusions or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of [prime award sponsor] or The Regents of the University of California."

DATA COLLECTION: For example:

Data collection activities, if any, performed under this agreement are the responsibility of Subcontractor; University and [prime award] support do not constitute approval of any survey design, questionnaire content, or data collection procedures.

HUMAN SUBJECTS: For example:

Use of human subjects will be in accordance with 45 CFR 46, Subpart A, "Protection of Human Subjects." As applicable, evidence of approval by the Subcontractor's Institutional Review Board shall be provided to University prior to initiating this project and annually thereafter for the duration of the project.

LABORATORY ANIMALS: For example:

Use of laboratory animals will comply with applicable portions of the Animal Welfare Act (Pub. L. 89-544, as amended) and NIH Publication 85-23, "Guide for the Care and Use of Laboratory Animals." As applicable, evidence of approval by the Subcontractor's Institutional Animal Care and Use Committee shall be provided to University prior to initiating this project and annually thereafter for the duration of the project.

RECOMBINANT DNA: For example: under NIH awards,

If this agreement involves recombinant DNA technology, Subcontractor must establish a standing Biosafety Committee as set forth in the "NIH Guidelines for Recombinant DNA Research" and the "Administrative Practices Supplement to the NIH Guidelines for Research Involving Recombinant DNA Molecules," November 1980.

CHANGE IN SCOPE OF WORK/ABSENCE OR CHANGE OF CO-INVESTIGATOR:

Requires prior written approval of University.

SITE VISITS: For example:

University and [prime award sponsor], through authorized representatives, have the right, at all reasonable times, to make site visits to review project accomplishments and to provide such technical assistance as may be required. If any site visit is made on the premises of Subcontractor, Subcontractor shall provide, and shall require its subrecipients and contractors to provide, all reasonable facilities and assistance for the safety and convenience of University and [prime award sponsor] representatives in the performance of their duties. All site visits and evaluation shall be performed in such a manner as will not unduly interfere with or delay the work.

CONFIDENTIALITY OF PERSONAL INFORMATION: For example:

Information or data of a personal nature that can be identified with the names of specific individuals is confidential. Subcontractor shall safeguard all such information which comes into its possession under this agreement and shall not

release or publish any information which can be identified with the names of specific individuals. Likewise, University agrees to abide by all confidentiality provisions of Subcontractor's human subjects protocol.

CONFLICT OF INTEREST: For example:

Subcontractor shall not hire or contract with any officer or employee of University or any member of their immediate family to perform any service covered by this agreement. Subcontractor warrants that no officer or employee of University has any financial interest, direct or indirect, in Subcontractor. Any question which may arise during the performance of this agreement regarding a possible conflict of interest shall be referred to University for adjudication.

INCREMENTAL FUNDING: May be appropriate when the prime award is incrementally funded. For example:

The total estimated cost for this agreement for the period stated in Article \_\_\_ is \$\_\_\_\_\_. The amount currently available for payment and allotted to this agreement is \$\_\_\_\_\_ for the period \_\_\_\_\_ through \_\_\_\_\_. The parties contemplate that University will allot additional funds incrementally to this agreement up to the full estimated cost; however, such additional funding is contingent upon receipt by University of funding increments for the prime award under which this agreement is made.

The first sentence is not necessary if the total estimated cost has already been set forth in the "COST LIMITATION" clause (see Section 1, above).

#### Section 4

The following topics must be covered in certain subagreements under federal awards as a result of recent federal legislation and/or regulations.

DEBARMENT AND SUSPENSION (under all federal grants and cooperative agreements)

[NOTE: When the subcontractor's co-investigator exercises critical influence over the work being done, there is no dollar threshold for flowing down the debarment and suspension clause; otherwise the threshold is \$25,000.]

Subcontractor in executing this agreement is certifying that it is not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this agreement by any federal department or agency, as described in the attached "Certification Regarding Debarment,

Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions," which is incorporated by reference as Exhibit A.

ACCESS TO FINANCIAL RECORDS (under all federal awards)

[NOTE: There is a different Access to Records clause used under State of California agreements: see Contract and Grant Memo 86-9]

Financial records, supporting documents, and all other records pertinent to this agreement shall be retained for a period of four (4) years from the date of termination of this agreement. Records that are the subject matter of audits, appeals, litigation, or the settlement of claims arising out of the performance of this agreement shall be retained until such audits, appeals, litigations, or claims have been disposed of. Unless court actions or audit proceedings have been initiated, Subcontractor may substitute copies made by microfilming, photocopying or similar methods for the original records.

In addition, in negotiated subagreements over \$10,000 under federal grants and cooperative agreements:

University, [prime award sponsor], the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, paper and records of Subcontractor which are directly pertinent to this agreement for the purpose of making audits, examinations, excerpts and transcriptions.

ACCESS TO PROGRAMMATIC RECORDS (under PHS grants)

All research records, including but not limited to original data and primary data-yielding materials, secondarily derived tables and figures, and statistical tabulations and other summaries, pertinent to this agreement shall be made available to the University at the University's request and shall be retained by Subcontractor for a period of four (4) years from the date of termination of this agreement, except that records pertaining to any allegation of scientific misconduct or investigation, appeal, administrative proceeding or litigation relating to any charge arising out of the scientific performance of this agreement shall be retained until three (3) years after the later of: (i) the conclusion of the allegation, investigation, appeal, administrative proceeding, or litigation or (ii) acceptance by the United States Public Health Service of a final report pertaining thereto.

SUB-RECIPIENT MONITORING

(a) Sub-recipient agrees to permit Federal, University and/or independent auditors access to its records and financial statements as necessary for University to comply with the requirements of OMB Circular A-133.

(b) Sub-recipient acknowledges and agrees that, as part of University's implementation of OMB Circular A-133, University will monitor sub-recipient's performance under this sub-award and, in the event of incomplete performance, University may require sub-recipient to obtain, at sub-recipient's own expense, an independent audit of costs claimed under this sub-award.

(c) [Special terms and post-award controls, if necessary, to give reasonable assurance of performance by sub-recipient.]

SALARY LIMITATIONS (under NIH/ADAMHA grants)

None of the funds awarded under this agreement shall be used to pay the salary of an individual at a rate in excess of \$120,000 per year, excluding benefits. This limitation applies to subcontracts at any tier under this agreement.

ANTI-KICKBACK (under all federal contracts)

Subcontractor agrees to comply with applicable provisions of the Anti-Kickback Act of 1986, as described in Federal Acquisition Regulation clause 52.203-7, "Anti-Kickback Procedures," which is incorporated herein by reference.

RESTRICTIONS ON LOBBYING (in all subagreements over \$100,000 under federal grants, contracts, and cooperative agreements)

Subcontractor in executing this agreement is certifying that, as of December 23, 1989, it neither has used nor will use any appropriated federal funds to lobby for or otherwise influence the awarding or amending of this agreement, and that it will disclose the use of any non-federal funds used for these purposes, as described in the attached "Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions," which is incorporated by reference as Exhibit B. The substance of this clause shall be incorporated in all subcontracts under this agreement at any tier.

[NOTE: Stevens Amendment (see Contract and Grant Memo 89-13 and Supplement No. 1), Warner Amendment (see Contract and Grant Memo 89-13 Supplement No. 2), Debt Delinquency Certification (see Contract and Grant Memo 89-2), and Drug-Free Workplace Certification (see Information/Reply Requested Letter dated February 9, 1990) are not flowed down. Some confusion has resulted because agency rules for debarment/suspension and drug-

free workplace have the same title; nevertheless, only the debarment/suspension rules have a flowdown requirement.]

Exhibit \_\_\_

SAMPLE INSURANCE REQUIREMENTS

1. General liability:

Comprehensive or Commercial Form (Minimum Limits)

Each Occurrence \$1,000,000

Products, Completed Operations

Aggregate 5,000,000

Personal and Advertising Injury 1,000,000

General Aggregate\* 5,000,000

\*not applicable to comprehensive form

However, if such insurance is written on a commercial claims made form, following termination of this agreement coverage shall survive for a period of not less than three (3) years. Coverage shall provide for a retroactive date of placement coinciding with the effective date of this agreement.

2. Business Automobile Liability (Minimum Limits) for owned, scheduled, non-owned or hired automobiles with combined single limit of not less than \$1,000,000 per occurrence.

3. Workers' Compensation as required under California State law.

Subcontractor, upon execution of this agreement, shall furnish University with a certificate or certificates of insurance, signed by an authorized representative of Subcontractor's insurer(s), evidencing compliance with the above requirements. It should be expressly understood, however, that the coverages and limits required above shall not in any way limit the liability of Subcontractor.

Subcontractor's insurance policy/policies shall be primary. This provision, however, shall only apply in proportion and to the extent of subcontractor's negligence.

The Regents of the University of California shall be added to the policy or policies (Workers' Compensation excepted) as an Additional Insured, and a Severability of Interest Clause and a Cross Liability Clause shall extend to University as an additional insured. This provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of Subcontractor, its officers, agents, or employees.

The insurance coverages evidenced by the Certificate(s) of Insurance shall not be modified, changed or canceled except after thirty (30) days prior written notice has been given to University.