

**WORCESTER POLYTECHNIC INSTITUTE  
RESEARCH AND EDUCATION SUBCONTRACT**  
with  
**AFRICAN UNIVERSITY OF SCIENCE AND TECHNOLOGY/PAN AFRICAN  
MATERIALS INSTITUTE (AUST-PAMI)**

This Research Agreement subcontract is entered into on 7<sup>th</sup> November, 2019, between the Trustees of Worcester Polytechnic Institute (WPI) Worcester, MA, USA, a not-for-profit, private educational institution existing in the State of Massachusetts, hereinafter referred to as "WPI" and Pan African Materials Institute (AUST - PAMI), an African Center of excellence existing under the laws of the Federal Republic of Nigeria, hosted by the African University of Science and Technology and aimed at developing African capacity to add value to materials and mineral resources within the Western and Central African regions, hereinafter referred to as "PAMI."

1. Statement of Work

PAMI desires to have WPI undertake an education and training project in the above-named area in accordance with the scope of work described in Section A, Research Subcontract. WPI agrees to use reasonable effort to perform the Research subcontract described therein and hereafter referred to as the "Subcontract." PAMI acknowledges that WPI makes no expressed or implied warranties for the Subcontract. WPI is further empowered to hire subcontractors or agents in its execution of this subcontract.

2. Principal Investigator

Prof. Wole Soboyejo shall supervise the Research Subcontract. If for any reason he is unable to continue to serve as Principal Investigator, and a successor acceptable to both WPI and PAMI is not available, this Agreement shall be terminated.

3. Period of Performance

This project will be conducted during the period 7<sup>th</sup> November, 2019 through 30<sup>th</sup> March, 2020 but may be extended by a no cost extension of this agreement by both Parties.

4. Reimbursement of Costs

PAMI shall reimburse WPI for all costs incurred in connection with the subcontract up to the amount of stated in Section A. While it is estimated that this amount is sufficient to conduct the research and procurement subcontract, WPI may submit to PAMI a revised budget requesting additional funds providing that there is mutual agreement on the eligibility of such costs. PAMI is not liable for any cost in excess of the amount specified herein unless this Agreement is modified in writing. Nonetheless, PAMI is not liable for any cost beyond the life of the project ie 30<sup>th</sup> March, 2020.

## 5. Payment

- (a) Payment(s) shall be made to WPI by PAMI in advance in U.S. dollars, net of taxes or impost of any kind, as follows:

SN	Item	Totals (\$)
1	WPI partnership payment 2020	94,750
2	Equipment procurement total	202,620
3	Reagents procurement total	74,800
	Totals	<b>372,170</b>

- (b) Checks shall be made payable to the Trustees of WPI and sent to:

Worcester Polytechnic Institute  
100 Institute Road.  
Worcester MA, 01609-2280  
USA  
Attn: Michelle Pickett

## 6. Termination

Performance under this subcontract is an addendum to the existing contract with WPI and is specifically created as a multi-purpose vehicle to enable PAMI perfect its obligations to foreign partners and meet some of its research, training and outreach activities. This subcontract is for a limited period only and shall terminate after the project for which it is prepared is determined according to the above stated dates. This subcontract shall not diminish nor change the terms of existing contract with WPI.

## 7. Consultation

Selected personnel of PAMI, designated by PAMI Center Leaders to WPI, shall have the right to confer with the Principal Investigator (and WPI sub-licensees, if any) and his or her associates for such reasonable periods and at such times as are mutually agreeable.

## 8. Reports



WPI (and its sub-licensees, if any) shall furnish PAMI, an end of subcontract report during the term of this Agreement summarizing the job/works conducted. A final report setting forth the accomplishments and significant findings including data generated shall be prepared by WPI (and its sub-licensees if any) and submitted to PAMI within thirty (30) days of the expiration of the Agreement, or according to mutually agreeable timelines.

9. Proprietary/Confidential Information

All written information marked or designated in writing as confidential given to PAMI by WPI or by PAMI to WPI under this Agreement shall be used only for the purposes given and shall be held in confidence by the receiving party. WPI and PAMI agree to use all reasonable efforts to maintain the confidentiality of the information provided to it by the other party. The parties agree that under no circumstances will information exchanged hereunder be considered to include Proprietary/Confidential Information if:

- a. such information is in the public domain at the time of disclosure or becomes in the public domain subsequent to disclosure without breach of this Agreement;
- b. such information is used or disclosed with the prior written approval of the owner of such Proprietary/Confidential Information;
- c. such information is properly obtained from a third party without restriction;
- d. such information is independently developed by the receiving party

10. Records, Access, Audit

WPI shall maintain records of performance under this sub-contract and make such records available for inspection and audit by the PAMI. Audits conducted pursuant to this Article shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or auditing agency. Records maintained under terms of the above shall be maintained and made available during performance of this subcontract in accordance with WPI's *Record Retention Policy*.

11. Notices

Notices, invoices, communications, and payments hereunder shall be sent to the following contacts for the parties:

**For AUST - PAMI:**

*Technical:*

Prof. Peter A. Onwualu/

Dr. Shola Odusanya

AUST-Abuja, Km 10 Airport Road, Abuja, FCT

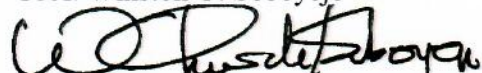
Email: [aponwualu@aust.edu.ng](mailto:aponwualu@aust.edu.ng), [shola2@hotmail.com](mailto:shola2@hotmail.com)

Tel: +2347042049705, +2348055154949

**For WPI:**

*Technical:*

Prof. Winston O. Soboyejo



Tel: 508-831-5222

Fax: 508-831-5774

Email: [wsoboyejo@wpi.edu](mailto:wsoboyejo@wpi.edu)

*Administrative:*

Mr. Inegbenosa Osoba  
AUST-Abuja, Km 10 Airport, Road, Abuja, FCT  
Email: [eosoba@aust.edu.ng](mailto:eosoba@aust.edu.ng)  
Phone: +2347042049701, +2347037771002

*Administrative:*


Orla Baxter  
Office of Sponsored Programs  
100 Institute Road  
WPI  
Worcester  
Phone: 508 831 5449  
Fax: 609-258-1159  
e-mail: [resadm@wpi.edu](mailto:resadm@wpi.edu);  
[obaxter@wpi.edu](mailto:obaxter@wpi.edu)

*Financial:*

Mr. Ben Okonkwo  
AUST-Abuja, Km 10 Airport Road, Abuja, FCT  
Email: [bokonkwo@aust.edu.ng](mailto:bokonkwo@aust.edu.ng)  
Phone: +2347042049720

*Financial:*


Jenn Wood  
Sponsored Programs Accounting  
WPI  
100 Institute Road  
Worcester  
Phone: 508832 5702  
e-mail: [jwood@wpi.edu](mailto:jwood@wpi.edu)

  
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Orla Baxter

Signed this day February 24<sup>th</sup>, 2020

Date: 7-11-19.

  
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Professor. Azikwe P. Onwualu  
Co-Center Leader, PAMI

Date: 7<sup>th</sup> November, 2019 ✓

  
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Dr. Shola Odusanya  
Co-Center Leader, PAMI