

Fixed Price Research Subaward Agreement

Institution/Organization ("Prime Recipient")

Name: Prime Award No.: FAIN: Awarding Agency:

Institution/Organization ("Subrecipient")

Name: Subaward No.: CFDA #: Amount Funded This Action: Est. Total (if incrementally funded): CFDA Title

Subaward Period of Performance:

Budget Period: From: Through:

Estimated Project Period (if incrementally funded):

From: Through: Project Title:
Reporting Requirements (Check here if applicable): See Attachment 4) FFATA (Attachment 3B) Cost Sharing Requirement:

Terms & Conditions

1) Prime Recipient hereby awards a fixed payment subaward, as described above, to Subrecipient. The statement of work and budget for this subaward are (check one): As specified in Subrecipient's proposal dated ; or as shown in Attachment 5. In its performance of the subaward work, Subrecipient shall be an independent entity and not an employee or agent of Prime Recipient.

2) Prime Recipient shall provide funding in accordance with Payment Schedule as shown in Attachment 5. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include deliverable completed and milestone payment amount, subaward number, and certification as to truth and accuracy of invoice. *Invoices that do not reference Prime Recipient's Subaward Number shall be returned to Subrecipient.* Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Contact as shown in Attachments 3A & 3B. Prime Recipient shall pay each invoice within thirty (30) days of receipt.

3) A final invoice, marked "FINAL" must be submitted to Prime Recipient's Contact, as shown in Attachments 3A & 3B, NOT LATER THAN sixty (60) days after subaward end date. Prime Recipient shall make the final payment to Subrecipient upon completion of all required deliverables and reports as indicated in Attachments 4 and 5.

4) Prime Recipient reserves the right to reject an invoice.

5) Matters concerning the technical performance of this subaward should be directed to the appropriate party's Principal Investigator, as shown in Attachments 3A & 3B. Technical reports are required as shown above, "Reporting Requirements".

6) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this subaward agreement, and any changes requiring prior approval, should be directed to the appropriate party's Contact, as shown in Attachments 3A & 3B. Substantive changes made to this subaward agreement require the written approval of each party's Authorized Official as shown in Attachments 3A & 3B. The Prime Recipient may issue non-substantive changes to the Period of Performance and budget (check one): Unilaterally Bilaterally. Unilateral modifications shall be considered valid 14 days after receipt unless otherwise indicated by Subrecipient.

7) Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or director's, to the extent allowed by law.

8) Either party may terminate this subaward with thirty days written notice to the appropriate party's Contact as shown in Attachments 3A & 3B. Prime Recipient shall pay Subrecipient for termination costs as allowable under OMB Circular A-21 or A-122 or 45 CFR Part 74 Appendix E, "Principles for Determining Costs Applicable to Research and Development under Grants and Contracts with Hospitals" as applicable.

9) No-cost extensions require the approval of the Prime Recipient. Any requests for a no-cost extension should be addressed to and received by the Contact, as shown in Attachments 3A & 3B, not less than thirty (30) days prior to the desired effective date of the requested change.

10) The Subaward is subject to the terms and conditions of the Prime Award and other special terms and conditions, as identified in Attachment 2.

11) By signing below Subrecipient makes the certifications and assurances shown in Attachments 1 and 2. Subrecipient also assures that it will comply with applicable statutory and regulatory requirements specified in the Research Terms & Conditions Appendix C found at http://nsf.gov/bfa/dias/policy/rtc/appc_june11.pdf.

By an Authorized Official of Prime Recipient

By an Authorized Official of Subrecipient

Date

Date

Attachment 1
Research Subaward Agreement
Certifications and Assurances

By signing the Subaward Agreement, the authorized official of Subrecipient certifies, to the best of his/her knowledge and belief that:

Certification Regarding Lobbying

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying", to the Prime Recipient.

3) The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Debarment, Suspension, and Other Responsibility Matters

Subrecipient certifies by signing this Subaward Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

Access to Records

Prime Recipient reserves the right to inspect, upon Prime Recipient's reasonable advance notice and during normal business hours, Subrecipient's physical facilities, all aspects of the Statement of Work undertaken under this Subaward Agreement, and all non financial books, records, and documents of any kind directly relating to the Subaward Agreement. The Prime Recipient shall share any findings related to this inspection with the Subrecipient.

Attachment 2
Research Subaward Agreement
Copy of Prime Award Terms and Conditions

Copy of Award Notice (attached ___ pages)

Special terms and conditions:

1. **Copyrights** grants / shall grant (check one) to Prime Recipient an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward Agreement solely for the purpose of and only to the extent required to meet Prime Recipient's obligations to the Federal Government under its Prime Award.
2. **Data Rights**
Subrecipient grants to Prime Recipient the right to use data created in the performance of this Subaward Agreement solely for the purpose of and only to the extent required to meet Prime Recipient's obligations to the Federal Government under its Prime Award.
3. **Automatic Carry Forward:** [] Yes [] No
(If No, Carry Forward requests must be sent to Prime Recipient's Authorized Official contact, as shown in Attachment 3).

Additional Special Terms:

Attachment 3A
Research Subaward Agreement

Subaward Number:

Prime Recipient Contacts

Institution/Organization ("Prime Recipient")

Name:
Address:

City: State: ZipCode:

Administrative Contact

Name:
Address:

City: State: ZipCode:
Telephone: Fax:
Email:

Principal Investigator

Name:
Address:

City: State: ZipCode:
Telephone: Fax:
Email:

Financial Contact

Name:
Address:

City: State: ZipCode:
Telephone: Fax:
Email:

Authorized Official

Name:
Address:

City: State: ZipCode:
Telephone: Fax:
Email:

Attachment 3B
Research Subaward Agreement
Subrecipient Contacts

Subaward Number: _____

Subrecipient Place of Performance

Name: _____
Address: _____
City: _____ State: _____ Zip Code + 4: _____
EIN No.: _____ Institution Type: _____ [Look-Up](#)
Is Subrecipient currently registered in [SAM.gov](#)? Yes No
Is Subrecipient exempt from reporting compensation? Yes No
If no, please complete 3B page 2
DUNS No.: _____ Parent DUNS No.: _____ Congressional District: _____ Congressional District: _____

Subrecipient Administrative Contact

Name: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Telephone: _____ Fax: _____
E-mail: _____

Subrecipient Principal Investigator (PI)

Name: _____
Address: _____
City: _____ State: _____ Zip Code + 4: _____
Telephone: _____ Fax: _____
E-mail: _____

Subrecipient Financial Contact

Name: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Is this the remittance address? Yes or No If no, enter address below.
Remit to address: _____
(If different than above.)
Telephone: _____ Fax: _____
E-mail: _____ Other: _____

Subrecipient Authorized Official

Name: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Telephone: _____ Fax: _____
E-mail: _____
Central E-mail: _____

Attachment 3B - Research Subaward Agreement
Page 2 - Place of Performance & Highest Compensated Officers

Subaward Number: _____

Institution/Organization ("Subrecipient")

Name: _____

Place of Performance

Name: _____

Address: _____

City: _____ State: _____ ZipCode + 4: _____

Telephone: _____ Fax: _____

Email: _____ Congressional District: _____

The names and total compensation of the five most highly compensated officers of the entity(ies) must be listed if—

(i) the entity in the preceding fiscal year received—

(I) 80 percent or more of its annual gross revenues in Federal awards (federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements); AND

(II) \$25,000,000 or more in annual gross revenues from Federal awards; and

(ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

Is subaward entity exempt from reporting executive compensation? Yes No If no, complete the information below.

Officer 1 Name _____

Officer 1 Compensation _____

Officer 2 Name _____

Officer 2 Compensation _____

Officer 3 Name _____

Officer 3 Compensation _____

Officer 4 Name _____

Officer 4 Compensation _____

Officer 5 Name _____

Officer 5 Compensation _____

**ATTACHMENT 4
SUBAWARD AGREEMENT**

Reporting Requirements

[Enter specifics]

Research Subaward Agreement Amendment

Prime Recipient		Subrecipient	
Institution/Organization ("Prime Recipient") Name: Address:		Institution/Organization ("Subrecipient") Name: Address:	
Prime Award No.	Subaward No.	Principal Investigator	
Effective Date of Amendment	Amendment No.		

Amendment(s) to Original Terms and Conditions

All other terms and conditions of this Subaward Agreement remain in full force and effect.

By an Authorized Official of Prime Recipient:		By an Authorized Official of Subrecipient:	
Name	Date	Name	Date
Title		Title	