

FDP Fixed Price Research Subaward Agreement

Pass-through Entity (PTE):		Subrecipient:	
PTE Principal Investigator (PI):		Subrecipient Principal Investigator (PI):	
PTE Federal Award No:	FAIN:	Federal Awarding Agency:	
Federal Award Issue Date:	Total Amount of Federal Award to PTE \$	CFDA No:	CFDA Title:
Project Title:			
Subaward Period of Performance:		Amount Funded This Action:	Subaward No.
Start:	End:	\$	
Estimated Project Period (if incrementally funded):		Incrementally Estimated Total:	Is this Award R & D
Start:	End:	\$	<input type="checkbox"/> Yes or <input type="checkbox"/> No
Check all that apply <input type="checkbox"/> Reporting Requirements (Attachment 4) <input type="checkbox"/> Subject to FFATA (Attachment 3B) <input type="checkbox"/> Cost Sharing (Attachment 5)			

Terms and Conditions

- 1) PTE hereby awards a fixed price subaward, as described above, to Subrecipient. The statement of work for this subaward is (check one) as specified in Subrecipient's proposal dated _____, or as shown in Attachment 5. In its performance of subaward work, Subrecipient shall be an independent entity and not an employee or agent of PTE.
- 2) PTE shall provide funding in accordance with the Payment Schedule 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 required in 2 CFR 200.415 (a). Invoices that do not reference PTE Subaward number shall be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Financial _____ Contact, as shown in Attachments 3A and 3B.
- 3) A final invoice, marked "FINAL" must be submitted to PTE's Financial _____ Contact, as shown in Attachments 3A and 3B, NOT LATER THAN 60 days after subaward end date. PTE shall make the final payment to Subrecipient upon completion of all required deliverables and reports as indicated in Attachments 4 and 5.
- 4) PTE 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 and 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 Financial _____ Contact, as shown in Attachments 3A and 3B. Any such changes made to this subaward agreement require the written approval of each party's Authorized Official, as shown in Attachments 3A and 3B.
- 7) Substantive changes made to this subaward agreement require the written approval of each party's Authorized Official as shown in Attachments 3A and 3B. The PTE may issue non-substantive changes to the Period of Performance and budget (check one): Bilaterally, or Unilaterally. Unilateral modifications shall be considered valid 14 days after receipt unless otherwise indicated by Subrecipient.
- 8) Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.
- 9) Either party may terminate this subaward with thirty days written notice to the appropriate party's Financial _____ Contact, as shown in Attachments 3A and 3B. PTE shall pay Subrecipient for termination costs as allowable under Uniform Guidance, 2 CFR 200, or 45 CFR Part 75 Appendix IX, "Principles for Determining Costs Applicable to Research & Development under Grants and Contracts with Hospitals", as applicable.
- 10) No-cost extensions require the approval of the PTE. Any requests for a no-cost extension should be addressed to and received by the Authorized Official _____ Contact, as shown in Attachments 3A and 3B, not less than 30 days prior to the desired effective date of the requested change.
- 11) The Subaward is subject to the terms and conditions of the PTE Award and other special terms and conditions, as identified in Attachment 2.
- 12) By signing this Research Subaward Agreement Subrecipient makes the certifications and assurances shown in Attachments 1 and 2.
- 13) Research Terms & Conditions – RESERVED

By an Authorized Official of Pass-through Entity:		By an Authorized Official of Subrecipient:	
Name:	Date:	Name:	Date:
Title:		Title:	

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 Pass-through Entity.

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.

Audit and Access to Records

Subrecipient certifies by signing this Subaward Agreement that it complies with the Uniform Guidance, will provide notice of the completion of required audits and any adverse findings which impact this subaward as required by parts 200.501-200.521, and will provide access to records as required by parts 200.336, 200.337, and 200.201 as applicable.

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 2
Research Subaward Agreement
Prime Award Terms and Conditions
NIH**

Agency-Specific Certifications/Assurances

1. By signing this Research Subaward Agreement Subrecipient makes the certifications and assurances specified in the Research Terms and Conditions Subchapter D found at: (RESERVED)

General terms and conditions (as of the effective date of this Research Subaward Agreement):

1. Conditions on activities and restrictions on expenditure of federal funds in appropriations acts are applicable to this subaward to the extent those restrictions are pertinent. This includes any recent legislation noted on the NIH Award Conditions website: <http://grants.nih.gov/grants/guide/notice-files/NOT-OD-15-065.html>
2. 45 CFR Part 75.
3. The [NIH Grants Policy Statement](#), including addenda in effect as of the beginning date of the period of performance.
4. Interim Research Terms and Conditions found at: <http://grants.nih.gov/grants/policy/NIH%20Interim%20Grant%20General%20Conditions.pdf> and Agency Specific Requirements found at <http://grants.nih.gov/grants/guide/notice-files/NOT-OD-15-065.html>, except for the following:
 - a. The right to initiate an automatic one-time extension of the end date provided by Article 25(c)(2) of the Research Terms and Conditions is replaced by the need to obtain prior written approval from the Pass-through Entity;
 - b. The payment mechanism described in Article 22 and the financial reporting requirements in Article 52 of the Research Terms and Conditions and Article 8 of the Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this Subaward Agreement; and
 - c. Any prior approvals are to be sought from the Pass-through Entity and not the Federal Awarding Agency.
5. Title to equipment costing \$5,000 or more that is purchased or fabricated with research funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall unconditionally vest in the Subrecipient upon acquisition without further obligation to the Federal Awarding Agency subject to the conditions specified in Article 34(a) of the Research Terms and Conditions.
6. Treatment of Program Income: Additive Other, Pass-through Entity specify alternative from NIH Agreement

NIH-Specific Requirements Promoting Objectivity in Research Applicable to Subrecipients (42 CFR Part 50 Subpart F)

- a) 42 CFR Part 50. 604 requires that institutions conducting PHS-funded research “Maintain an up-to-date, written, enforced policy on financial conflicts of interest.” Further, “If the Institution carries out the PHS-funded research through a subrecipient (e.g., subcontractors or consortium members), the Institution (awardee Institution) must take reasonable steps to ensure that any subrecipient Investigator complies with this subpart by incorporating as part of a written agreement with the subrecipient terms that establish whether the financial conflicts of interest policy of the awardee Institution or that of the subrecipient will apply to the subrecipient's Investigators.”

Subrecipient must designate herein whether the financial conflicts of interest policy of _____ Pass-through Entity Institution, or _____ Subrecipient Institution (check one) will apply. If applying its own financial conflicts of interest policy, by execution of this Subaward Agreement, Subrecipient Institution certifies that its policy complies with 42 CFR Part 50.

- b) Subrecipient shall report any financial conflict of interest to Pass-through Entity’s Administrative Representative, as designated on Attachment 3A. Any financial conflicts of interest identified shall subsequently be reported to NIH. Such report shall be made before expenditure of funds authorized in this Subaward Agreement and within 45 days of any subsequently identified financial conflict of interest.

Special terms and conditions:

[WHILE SPECIAL TERMS AND CONDITIONS MAY NOT BE REQUIRED BY THE FUNDING AGENCY, Institutions may include the following 3 clauses. These clauses are optional and may be deleted if not applicable.]

1. Copyrights

Subrecipient ___ grants / ___ shall grant (check one) to Pass-through Entity 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 Pass-through Entity's obligations to the Federal Government under its Prime Award.

2. Data Rights

Subrecipient grants to Pass-through Entity 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 Pass-through Entity's obligations to the Federal Government under its Prime Award.

[Do not add a Patent or Inventions Clause. The prime award governs rights to patents and inventions. Pass-through Entity cannot obtain rights in the Subrecipients's subject inventions as a part of consideration for the subaward. Should it be necessary, the Federal Government can authorize the Pass-through Entity's right to practice a Subrecipients's subject invention (as well as subject data or copyrights) on behalf of the Federal Government.]

3. Automatic Carry Forward: Yes No

(If No, Carry Forward requests must be sent to Pass-through Entity's _____ contact, as shown in Attachment 3)

[Should additional special terms and conditions be mandated by local policies and procedures, they may be added at this point. Additional terms and conditions should be strictly limited to those absolutely required. Please do not include indemnification, insurance, or law and venue clauses, as public institutions can never accept these conditions.]

4. In accordance with 48 CFR 3.908 Pilot Program for Enhancement of Contractor Employee Protections. Subrecipient is hereby notified that they are required to:

- a. Inform their employees working on any Federal award that they are subject to the whistleblower rights and remedies of the pilot program;*
- b. Inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and;*
- c. Contractors and grantees will include such requirements in any agreement made with a subcontractor or subgrantee*

**Attachment 2
Research Subaward Agreement
Federal Award Terms and Conditions
NSF**

Copy of Award Notice (attached ____ pages)

Certifications/Assurances

1. By signing this Research Subaward Agreement Subrecipient makes the certifications and assurances specified in the NSF Grant General Conditions (GC-1), dated December 26, 2014, **Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (Uniform Guidance), 2 CFR § 200**, and Research Terms and Conditions (RESERVED)

General terms and conditions as of the effective date of this Research Subaward Agreement:

1. The restrictions on the expenditure of federal funds in appropriations acts are applicable to this subaward to the extent those restrictions are pertinent.
2. NSF Grant General Conditions (GC-1), dated December 26, 2014, available at http://www.nsf.gov/awards/managing/general_conditions.jsp.
3. **Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (Uniform Guidance), 2 CFR § 200** as applicable.
4. The Proposal and Award Policies and Procedures Guide, including addenda in effect as of the beginning date of the period of performance.
5. Research Terms and Conditions (RESERVED) and NSF Grant General Conditions (GC-1), dated December 26, 2014 available at http://www.nsf.gov/awards/managing/general_conditions.jsp, except for the following:
 - a. The right to initiate an automatic one-time extension of the end date provided by Article 4(a) is replaced by the need to obtain prior written approval from the Pass-Through Entity;
 - b. The payment mechanism described in Article 13 and the financial reporting requirements in Article 13 are replaced with Terms and Conditions (1) through (4) of this agreement; and
 - c. Any prior approvals are to be sought from the Pass-Through Entity and not the Federal Awarding Agency.
6. Title to equipment costing \$5,000 or more that is purchased or fabricated with research funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall unconditionally vest in the Subrecipient upon acquisition without further obligation to the Federal Awarding Agency subject to the conditions specified in Article 6, 6(a) and 6(c) of the NSF Grant General Conditions. Title to equipment purchased or acquired with NSF grant funds by a small business or other for-profit organization will vest in the Government, subject to the conditions specified in Article 6, 6(b) and 6(c) of the NSF Grant General Conditions.

NSF-Specific Requirements - Conflict of Interest Policies

Subrecipient Organization must designate herein whether conflict of interest policy of ____ Pass-Through Entity Organization or the ____ Subrecipient Organization (check one) will apply to the research covered under this agreement.

If applying its own conflict of interest policy, Subrecipient Organization certifies that, consistent with the provisions of NSF 15-1, Proposal & Award Policies & Procedures Guide, dated December 26, 2014, it has a documented, active, current, and enforced policy on conflict of interest; that all financial disclosures required by the conflict of interest policy have been made; and that conflicts of interest, if any, were, or prior to the organization's expenditure of any funds under the award, will be, satisfactorily managed, reduced or eliminated in accordance with the Subrecipient Organization's conflict of interest policy. **Conflicts of interest that cannot be satisfactorily managed, reduced or eliminated must be reported to Pass-Through Entity Organization within 30 days of the Subrecipient Organization's determination.**

Special terms and conditions:

[WHILE SPECIAL TERMS AND CONDITIONS MAY NOT BE REQUIRED BY THE FUNDING AGENCY, Institutions may include the following 3 clauses. These clauses are optional and may be deleted if not applicable.]

1. **Copyrights**
Subrecipient _____ grants / _____ shall grant (check one) to Pass-Through Entity 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 Pass-Through Entity's obligations to the Federal Government under its Prime Award.
2. **Data Rights**
Subrecipient grants to Pass-Through Entity 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 Pass-Through Entity's obligations to the Federal Government under its Prime Award.

[Do not add a Patent or Inventions Clause. The prime award governs rights to patents and inventions. PTE cannot obtain rights in the Subrecipients's subject inventions as a part of consideration for the subaward. Should it be necessary, the Federal Government can authorize the PTE's right to practice a Subrecipients's subject invention (as well as subject data or copyrights) on behalf of the Federal Government.]

3. **Automatic Carry Forward:** Yes No
(If No, Carry Forward requests must be sent to Prime Recipient's _____ contact, as shown in Attachment 3A)

[Should additional special terms and conditions be mandated by local policies and procedures, they may be added at this point. Additional terms and conditions should be strictly limited to those absolutely required. Please do not include indemnification, insurance, or law and venue clauses, as public institutions can never accept these conditions.]

4. This Subaward is subject to the terms of **NSF Grant General Conditions (GC-1) dated December 26, 2014**, available at http://www.nsf.gov/awards/managing/general_conditions.jsp including, **Article 41. Whistleblower Protection** 41 U.S.C. § 4712, as amended by P.L. 112-239, providing protection for whistleblowers.

Attachment 3A
Research Subaward Agreement

Subaward Number: _____

Pass-through Entity Contacts

Pass-through Entity

Name:

Address:

City:

State:

Zip Code:

Pass-through Entity's Administrative Contact

Name:

Address:

City:

State:

Zip Code:

Telephone:

Fax:

E-mail:

Pass-through Entity's Principal Investigator

Name:

Address:

City:

State:

Zip Code:

Telephone:

Fax:

E-mail:

Pass-through Entity's Financial Contact

Name:

Address:

City:

State:

Zip Code:

Telephone:

Fax:

E-mail:

Pass-through Entity's Authorized Official

Name:

Address:

City:

State:

Zip Code:

Telephone:

Fax:

E-mail:

Attachment 3B
Research Subaward Agreement
Subrecipient Contacts

Subaward Number:

Subrecipient Place of Performance

Name:

Address:

City:

State:

Zip Code + 4:
(Look up)

EIN No.:

Institution Type:

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:

Telephone:

Fax:

E-mail:

Subrecipient Authorized Official

Name:

Address:

City:

State:

Zip Code:

Telephone:

Fax:

E-mail:

Attachment 3B Page 2
Research Subaward Agreement
Highest Compensated Officers

Subaward Number: _____

Subrecipient

Name: _____
PI: _____

Highest Compensated Officers

The names and total compensation of the five most highly compensated officers of the entity(ies) must be listed if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this 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. See FFATA § 2(b)(1) Internal Revenue Code of 1986.

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
Research Subaward Agreement
Reporting Requirements

Pass-through Entity will check all that apply that the Subrecipient will agree to:

- A Final technical/progress report will be submitted to the Pass-through Entity's Principal Investigator identified in Attachment 3 within 90 days after the end of the period of performance.
- Monthly technical/progress reports will be submitted to the Pass-through Entity's Financial Contact identified in Attachment 3, within 90 days of the end of the month.
- Quarterly technical/progress reports will be submitted within thirty (30) days after the end of each project quarter to the Pass-through Entity's Administrative Contact identified in Attachment 3.
- Technical/progress reports on the project as may be required by Pass-through Entity's Administrative Contact in order that Pass-through Entity may be able to satisfy its reporting obligations to the Federal Awarding Agency.
- Annual technical /progress reports will be submitted within 90 days prior to the end of each project period to the Pass-through Entity's Administrative Contact identified in Attachment 3. Such report shall also include a detailed budget for the next budget period, updated Other Support for key personnel, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval, if applicable.
- In accordance with 37 CFR 401.14, Subrecipient agrees to notify PTE's Financial Contact identified in Attachment 3A within 90 days after Subrecipient's inventor discloses invention(s) in writing to Subrecipient's personnel responsible for patent matters. The Subrecipient will submit a final invention report using Awarding Agency specific forms to the PTE's Principal Investigator identified in Attachment 3A within 60 days of the end of the period of performance so that it may be included with the PTE's final invention report to the Awarding Agency. A negative report is is not required.
- A Certification of Completion, in accordance with 2 CFR 200.201(b)(3), will be submitted within 90 days after the end of the project period to the Pass Through Entity's Administrative Contact identified in Attachment 3 (for Fixed Price subawards only.)
- Property Inventory Report; frequency, type, and submission instructions listed here and only to be used when required by PTE Federal Award

Attachment 5
Fixed Price Research Subaward Agreement

Statement of Work

Indirects

Payment Schedule

Statement of Work

Below or Attached pages

If award is FFATA eligible and SOW exceeds 4000 characters, include a *Subrecipient Federal Award Project Description*

Indirect Information

Indirect Cost Rate (IDC) Applied

% on

TDC, or

MTDC, or

OTHER

Payment Schedule

Research Subaward Agreement Amendment

Pass-through Entity (PTE)		Subrecipient	
PTE		Subrecipient	
Address		Address	
City, State, Zip+4 (Country):		City, State, Zip+4 (Country):	
PTE Principal Investigator (PI):		Subrecipient Principal Investigator (PI):	
PTE Federal Award No:	FAIN:	Federal Awarding Agency:	
Project Title:			
Subaward Period of Performance: Start Date: End Date:		Amount Funded This Action:	Amendment No: Subaward No:
Effective Date of Amendment:	Total Amount of Federal Funds Obligated to date:	Subject to FFATA <input type="checkbox"/> Yes or <input type="checkbox"/> No	
Amendment(s) to Original Terms and Conditions This Amendment revises the above-referenced Research Subaward Agreement as follows:			
Action:			
All other terms and conditions of this Subaward Agreement remain in full force and effect.			
By an Authorized Official of Pass-through Entity:		By an Authorized Official of Subrecipient:	
_____	_____	_____	_____
Name	Date	Name	Date
Title		Title	

**Research Subaward Agreement
Unilateral Amendment**

If applicable

Pass-through Entity (PTE)		Subrecipient	
PTE		Subrecipient	
Address		Address	
City, State, Zip+4 (Country):		City, State, Zip+4 (Country):	
PTE Principal Investigator (PI):		Subrecipient Principal Investigator (PI):	

PTE Federal Award No:		FAIN:	Federal Awarding Agency:	
Project Title:				Project/Core/Other:
Subaward Period of Performance: Start Date: End Date:		Amount Funded This Action: \$	Amendment No:	Subaward No:
Effective Date of Amendment:	Total Amount of Federal Funds Obligated to date: \$	Subject to FFATA <input type="checkbox"/> Yes or <input type="checkbox"/> No		

Amendment(s) to Original Terms and Conditions
This Amendment revises the above-referenced Research Subaward Agreement as follows:

Action(s):

Year is added to the Subaward Period of Performance

The total amount authorized for Year is , which is apportioned in accordance with the following budget:

Direct Costs	_____
Indirect Costs	_____
Total Costs	_____

The Pass-through Entity's Award budget was cut 0.000% % from the proposed budget for the current Year. The Subrecipient's proposed budget for the current Year has been reduced accordingly. (If the budget was cut over 10% from what was proposed, the Amendment must be issued bilaterally.)

The Statement of Work is unchanged

Automatic Carry Forward **OR** Prior Approval Required for Carry Forward
Carry forward in the amount of \$_____ (inclusive of \$_____ direct costs and \$_____ indirect costs) of an unobligated balance from Year ____ is authorized for expenditure in Year ____.

In the event that funding was not fully expended by the Subrecipient during the period of _____ - _____, the authorized amount for that period is reduced to equal the Subrecipient's final invoice. Requests for carryforward must be submitted in writing to the Prime Recipient's Administrative Contact.

No-Cost Extension:
The Subaward Period of Performance is extended to _____ without additional funds. The Subrecipient may continue to invoice in accordance with the budget for the prior period.

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

The Subrecipient is not required to counter-sign this Amendment. Unilateral acceptance of this Amendment does not bypass the internal approval process of the Subrecipient. If the Subrecipient would like to modify or terminate this action, a request should be directed to the Administrative Contact identified in Attachment 3A of the Agreement.

By an Authorized Official of Pass-through Entity: <hr/> Name _____ Date _____ Title _____	<p>Subrecipient is not required to countersign this amendment. Unilateral acceptance of this modification does not bypass internal approval processes of the Subrecipient. If Subrecipient would like to terminate this action, a request should be directed to the Contact on 3A within _____ days</p>
---	--