

FDP Cost Reimbursement Research Subaward Agreement

Pass-through Entity (PTE):	Subrecipient:
PTE Principal Investigator:	Subrecipient Principal Investigator:
Federal Awarding Agency:	PTE Federal Award No:

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: _____	\$ _____	Yes or No

Check all that apply: Subject to FFATA (Attachment 3B) Cost Sharing (Attachment 5)

Terms and Conditions

1. PTE hereby awards a cost reimbursable 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 Subaward work, Subrecipient shall be an independent entity and not an employee or agent of PTE.
2. PTE shall reimburse Subrecipient not more often than monthly for allowable costs. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), 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 shall be directed to the party's _____ Contact, as shown in Attachment 3A.
3. A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to PTE's _____ Contact, as shown in Attachment 3A, NOT LATER THAN **60** days after Subaward end date. _____ The final statement of costs shall constitute Subrecipient's final financial report.
4. All payments shall be considered provisional and are subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient. PTE reserves the right to reject an invoice, in accordance with 2 CFR 200.305.
5. Matters concerning the technical performance of this subaward shall be directed to the appropriate party's Principal Investigator as shown in Attachments 3A and 3B. Technical reports are required as shown in Attachment 4.
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, shall be directed to the appropriate party's _____ Contact, as shown in Attachments 3A and 3B. Any such change made to this Subaward agreement requires the written approval of each party's Authorized Official, as shown in Attachments 3A and 3B.
7. 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 30 days written notice to the appropriate party's _____ 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, as applicable.
10. No-cost extensions require the written approval of the PTE. Any requests for a no-cost extension shall be directed to the _____ Contact, as shown in Attachment 3A, not less than 30 days prior to the desired effective date of the requested change.
11. By signing this Research Subaward Agreement Subrecipient certifies that it will perform the work under this agreement in accordance with the terms of this agreement, the applicable terms of the Prime Award, federal, state and local law, rules and regulations, including the research terms and conditions found at: RESERVED and the Subrecipient's policies.

By an Authorized Official of Pass-through Entity: Name: _____ Date _____ Title: _____	By an Authorized Official of Subrecipient: Name: _____ Date _____ Title: _____
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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 (2 CFR 200.450)

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 (2 CFR 200.213 and 2 CFR 180)

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.

Use of Name

Neither party shall use the other party's name, trademarks or other logos in any publicity, advertising, news release, publication or public presentation, without the prior written approval of an authorized representative of that party. The parties agree that each party may respond to legitimate business inquiries with factual information regarding the existence and purpose of the relationship that is the subject of this Agreement, disclose such information to satisfy any reporting obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

Attachment 2
Research Subaward Agreement
Federal Award Terms and Conditions

Sponsor Agency

NIH NSF USDA EPA NASA AFOSR ARO ONR AMRMC AMRAA Other Agency

Required Data Elements

The data elements required by Uniform Guidance are incorporated as follows:
(Select One)

- Copy of Award Notice
- As Entered

Agency-Specific Certifications/Assurances

By signing this Research Subaward Agreement, Subrecipient makes the certifications and assurances required by Uniform Guidance: 2 CFR 200 et seq.

General Terms and Conditions

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 Federal Awarding Agency's Award Conditions website:

2. 2 CFR 200
3. The Grants Policy Statement, including addenda in effect as of the beginning date of the period of performance or as amended found at:

4. Interim Research Terms and Conditions found at:
and Agency Specific Requirements found at: except for the following:
 - a. If applicable, the right to initiate an automatic one-time extension of the end date is replaced by the need to obtain prior written approval from the Pass-through Entity;
 - b. Any payment mechanisms and financial reporting requirements described in the applicable Agency Terms and Conditions and 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 2 CFR 200.313 of the Uniform Guidance.
6. Treatment of Program Income:
Additive Other, Pass-through Entity specify:

Special Terms and Conditions:

- Copyrights (Select One)
- Subrecipient Grants
- Subrecipient Shall Grant

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.

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.

Automatic Carryforward (Select One)

Yes

Work Involving Human or Animal Subjects (Select Applicable Options)

No Human or Animal Subjects

Human Subjects Data

(Select One)

Not Applicable

Applicable

Promoting Objectivity in Research Applicable to Subrecipients (Financial Conflicts of Interest): Subrecipient must designate herein which entity's financial conflicts of interest policy will apply (Select One):

PTE Subrecipient

If applying its own financial conflicts of interest policy, by execution of this Subaward Agreement, Subrecipient Institution certifies that its policy complies with the requirements of the relevant Federal Awarding Agency as identified herein:

Subrecipient shall report any financial conflict of interest to PTE's Administrative Representative, as designated on Attachment 3A. Any financial conflicts of interest identified shall, when applicable, subsequently be reported to Federal Awarding Agency. 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.

Data Sharing and Public Access Policy:

(Check if Applicable)

Subrecipient agrees to comply with the Federal Award Agency's data sharing and public access policy requirements and the Data Management/Sharing Plan submitted to the Federal Awarding Agency and incorporated herein as Attachment _____.

Pilot Program for Enhancement of Contractor Employee Protections (48 CFR 3.9080):

Subrecipient is hereby notified that they are required to: inform their employees working on any Federal award that they are subject to the whistleblower rights and remedies of the pilot program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

Additional Terms (as required by the Federal Award or to cover Human Subjects Data):

Attachment 3A
Research Subaward Agreement
Pass-Through Entity (PTE) Contacts

Subaward Number:

Pass-Through Entity (PTE)

PTE Name:

Address:

City: State: Zip Code+4: Zip Code [Look-up](#)

PTE Administrative Contact

Name:

Address:

City: State: Zip Code:

Telephone: Email:

COI Contact email (if different to above):

PTE Principal Investigator

Name:

Address:

City: State: Zip Code:

Telephone: Email:

PTE Financial Contact

Name:

Address:

City: State: Zip Code:

Telephone: Email:

Email invoices? Yes No Invoice email (if different):

Invoice Address (if different):

PTE Authorized Official

Name:

Address:

City: State: Zip Code:

Telephone: Email:

Central email:

Attachment 3B

Subaward Number:

Research Subaward Agreement Subrecipient Contacts

Subrecipient Place of Performance for [FFATA](#) reporting

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

Subrecipient Administrative Contact

Name:
Address:
City: State: Zip Code:
Telephone: Email:

Subrecipient Principal Investigator

Name:
Address:
City: State: Zip Code:
Telephone: Email:

Subrecipient Financial Contact

Name:
Address:
City: State: Zip Code:
Telephone: Email:
Central email: Is this the remittance address? Yes No
Remittance Address (if different):

Subrecipient Authorized Official

Name:
Address:
City: State: Zip Code:
Telephone: Email:
Central email:

Attachment 3B Page 2
Research Subaward Agreement
Highest Compensated Officers

Subaward Number:

Subrecipient:

Institution Name:

PI Name:

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

Subaward Number:

Subrecipient agrees to the following:

A Final technical/progress report will be submitted to the PTE's identified in Attachment 3 within _____ days after the end of the period of performance.

Monthly technical/progress reports will be submitted to the PTE's identified in Attachment 3, within _____ 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 PTE's _____ identified in Attachment 3.

Technical/progress reports on the project as may be required by PTE's in order that PTE may be able to satisfy its reporting obligations to the Federal Awarding Agency.

Annual technical /progress reports will be submitted within _____ days prior to the end of each project period to the PTE's _____ 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 _____ identified in Attachment 3A within _____ 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 _____ 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 _____ days after the end of the project period to the PTE's Attachment 3 _____ identified in Attachment 3A (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:

Other Special Reporting Requirements:

<p>Attachment 5 Cost Reimbursement Research Subaward Agreement Statement of Work, Cost Sharing, Indirects & Budget</p>

Subaward Number:

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	%	Cost Sharing	Yes	No
TDC MTDC OTHER	de minimus rate of 10%		If Yes, include Amount: \$		

Budget Information Below Attached, pages

Direct Costs \$

Indirect Costs \$

Total Costs \$

All amounts are in United States Dollars