

Research Subaward Agreement

Institution/Organization ("Prime Recipient")

University of Alaska Fairbanks

Prime Award No.:

Awarding Agency:

Air Force Office of Scientific Research

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: To:

Estimated Project Period (if incrementally funded):

From: To:

Project Title:

Reporting Requirements (Check here if applicable) FFATA (Attachment 3B) ARRA Funds (Attachment 4A)

~~changes requiring prior approval, should be directed to the appropriate party's Authorized Official 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 Contact, as shown in Attachments 3A and 3B.~~

7) Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, agents, contractors, subcontractors, and other personnel to the extent allowed by law.

8) Either party may terminate this subaward with thirty days written notice to the appropriate party's Authorized Official Contact, as shown in Attachments 3A & 3B. Prime Recipient shall pay Subrecipient for termination costs as allowable under OMB Circular A-101, Appendix E, "Principles for Determining Costs Applicable to Research and Development under Grants and Cooperative Agreements."

9) No-cost extensions require the approval of the Prime Recipient. Any requests for a no-cost extension should be directed to the appropriate party's Authorized Official Contact, as shown in Attachments 3A & 3B, not less than thirty (30) days prior to the desired change.

10) The Subaward is subject to the terms and conditions of the Prime Award and other special terms and conditions of the subaward.

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

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".

By an Authorized Official of Prime Recipient

By an Authorized Official of Subrecipient

Deborah A. Moore, C.P.M., Assoc Director,
Procurement and Research Services

Date

Name & Title

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.

OMB Circular A-133 Assurance

Subrecipient assures Prime Recipient that it complies with A-133 and that it will notify Prime Recipient of completion of required audits and of any adverse findings which impact this subaward.

Attachment 2
Research Subaward Agreement
Prime Award Terms & Conditions
AFOSR

Agency-Specific Certifications/Assurances

1. By signing this Research Subaward Agreement Subrecipient makes the certifications and assurances specified in the Research Terms and Conditions Appendix C found http://www.nsf.gov/bfa/dias/policy/rtr/appc_june11.pdf

General terms and conditions:

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. 32 CFR Part 32 or 32 CFR Part 33 as applicable.
3. DoD 3210.6-R, Department of Defense Grants and Agreement Regulations, including addenda in effect as of the beginning date of the period of performance.
4. Research Terms and Conditions found http://www.nsf.gov/pubs/policydocs/rtr/termsidebyside_june11.pdf and Agency Specific Requirements found http://www.nsf.gov/pubs/policydocs/rtr/agencyspecifics/afosr_312.pdf 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 Prime Recipient;
 - b. The payment mechanism described in Article 22 and the financial reporting requirements in Article 52 of the Research Terms and Conditions and Article 11 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 Prime Recipient and not the Federal Awarding Agency.
5. Title to equipment costing \$5,000 or more that is purchased or fabricated with research funds or collaborator cost sharing funds, direct costs of the project or program, shall unconditionally vest in the collaborator 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.

Special terms and conditions:

1. Copyrights

Subrecipient X 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 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 as shown in Attachment 3).

Subaward Number:

Institution/Organization ("Subrecipient")

Name:

Address:

City:

State:

ZipCode + 4:

EIN No.:

Subrecipient currently registered in CCR? Yes No

DUNS No.:

Congressional District:

Administrative Contact

Address:

City:

State:

ZipCode:

Address:

Telephone:

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
Research Subaward Agreement
Reporting Requirements

Enter specifics regarding the type of reports(s), number of copies, formatting requirements, frequency and submittal instructions.

Attachment 5
Research Subaward Agreement
Scope of Work and Budget

Scope of Work and Budget (attached pages)