

Research Subaward Agreement

Institution/Organization ("Prime Recipient")

Prime Award No.:

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: To:

Estimated Project Period (if incrementally funded):

From: To:

Project Title:

Reporting Requirements (Check here if applicable) See Attachment 4)

Terms & Conditions

- 1) Prime Recipient 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 the subaward work, Subrecipient shall be an independent entity and not an employee or agent of Prime Recipient.
- 2) Prime Recipient 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 to truth and accuracy of invoice. Invoices that do not reference Prime Recipient's Subaward Number shall be returned to Subrecipient. All questions concerning invoice receipt or payments should be directed to the appropriate party's Administrative contact as shown in Attachments 3A & 3B.
- 3) A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to Prime Recipient's Administrative Contact, as shown in Attachments 3A and 3B, NOT LATER THAN sixty (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 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. Prime recipient reserves the right to reject an invoice.
- 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 Authorized Official Contact, as shown in Attachments 3A & 3B. Any such changes made to this subaward agreement require the written approval of each party's Authorized Official as shown in Attachments 3A & 3B.
- 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 Authorized Official 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 201 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 appropriate party's Authorized Official 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.

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

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)