

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

**Sponsor Agency**

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

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**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:
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**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

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**Human Subjects Data**

(Select One)

Not Applicable

Applicable

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**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.

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**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 \_\_\_\_\_.

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**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.

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