

FDP Cost Reimbursement 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			
<p>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.</p> <p>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). <u>Invoices that do not reference PTE Subaward number shall be returned to Subrecipient.</u> Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's _____ Contact, as shown in Attachments 3A.</p> <p>3) A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to PTE's _____ Contact, as shown in Attachments 3A, NOT LATER THAN 60 days after subaward end date. The final statement of costs shall constitute Subrecipient's final financial report.</p> <p>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. PTE reserves the right to reject an invoice, in accordance with 2 CFR 200.305.</p> <p>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."</p> <p>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 _____ 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.</p> <p>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 (check one) _____ Bilaterally, or _____ Unilaterally. Unilateral modifications shall be considered valid 14 days after receipt unless otherwise indicated by Subrecipient.</p> <p>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.</p> <p>9) Either party may terminate this subaward with thirty 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 <u>Uniform Guidance, 2 CFR 200</u>, or 45 CFR Part 75 Appendix IX, "Principles for Determining Costs Applicable to Research & Development under Grants and Contracts with Hospitals, as applicable.</p> <p>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 _____ Contact, as shown in Attachments 3A, not less than 30 days prior to the desired effective date of the requested change.</p> <p>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.</p> <p>12) By signing this Research Subaward Agreement Subrecipient makes the certifications and assurances shown in Attachments 1 and 2.</p> <p>13) Research Terms & Conditions – RESERVED</p>			
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
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:

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.
3. Automatic Carry Forward: ☐ Yes ☐ No
(If No, Carry Forward requests must be sent to Pass-through Entity's Administrative contact, as shown in Attachment 3)
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
- 5.

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? 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 identified in Attachment 3 within _____ days after the end of the period of performance.
- ☐ Monthly technical/progress reports will be submitted to the Pass-through Entity'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 Pass-through Entity's identified in Attachment 3.
- ☐ Technical/progress reports on the project as may be required by Pass-through Entity's 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 _____ days prior to the end of each project period to the Pass-through Entity'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 Pass Through Entity 's 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

Other Special Reporting Requirements

Attachment 5

Cost Reimbursement Research Subaward Agreement

Statement of Work(SOW)

Cost Sharing

Budget

Statement of Work

Below or Attached pages

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

Cost Sharing:

Yes, Amount \$

No

Budget Information

Below or Attached pages

Indirect Cost Rate (IDC) Applied on TDC, MTDC , or other Direct Costs
Indirect Costs
Total Costs

\$ _____
\$ _____
\$ _____

_____ Check here if using the de minimis rate of **10** %