

## Subaward Agreement

Institution/Organization ("University") Name: Address:	Institution/Organization ("Collaborator") Name: Address:  EIN No.:	
Prime Award No.	Subaward No.	
Awarding Agency	CFDA No.	
Subaward Period of Performance	Amount Funded this Action	Est. Total (if incrementally funded)

Project Title

Reporting Requirements/Payment Schedule [Check here if applicable:  See Attachment 4]

### Terms and Conditions

- 1) University hereby awards a (*choose one*):  cost reimbursable  firm-fixed-price subaward, as described above, to Collaborator. The statement of work and budget for this subaward are shown in Attachment 5. In its performance of subaward work, Collaborator shall be an independent entity and not an employee or agent of University.
- 2) University shall (*choose one*):  
 issue an advance payment of \$ \_\_\_\_\_ U.S. dollars upon execution of this Agreement. University shall thereafter reimburse Collaborator on a quarterly basis for allowable costs based on invoices submitted in accordance with sample invoice shown in Attachment 6.  
 pay Collaborator according to the payment schedule in Attachment 4.
- Expenditures of Collaborator shall conform to budget in Attachment 5. All payments will be in U.S. dollars. Questions concerning payments should be directed to the appropriate party's Financial Contact, as shown in Attachment 3.
- 3) A final statement of cumulative costs incurred, including cost sharing, marked "FINAL," must be submitted to University's Financial Contact NOT LATER THAN sixty (60) days after subaward end date. The final statement of costs shall constitute Collaborator'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 Collaborator.
- 5) Matters concerning the technical performance of this subaward should be directed to the appropriate party's Project Director, as shown in Attachment 3. Technical reports are required as shown above, "Reporting Requirements."
- 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 Administrative Contact, as shown in Attachment 3. Any such changes made to this subaward agreement require the written approval of each party's Authorized Official, as shown in Attachment 3.
- 7) 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.
- 8) Either party may terminate this agreement with thirty days written notice to the appropriate party's Administrative Contact, as shown in Attachment 3. University shall pay Collaborator for termination costs as allowable under 45 CFR Part 74.61.
- 9) No-cost extensions require the approval of the University. Any requests for a no-cost extension should be addressed to and received by the Administrative Contact, as shown in Attachment 3, not less than thirty 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 (Attachment 1) and other special terms and conditions, as identified in Attachment 2.
- 11) By signing below Collaborator makes the certifications and assurances shown in Attachment 2.

By an Authorized Official of UNIVERSITY:

By an Authorized Official of COLLABORATOR:

Date

Date

## Attachment 2 Subaward Agreement NIH

### Agency-Specific Certifications/Assurances

By signing this Subaward Agreement, the authorized official of Collaborator assures compliance with the following:

- **Research misconduct.** The research misconduct requirements included in “Public Policy Requirements and Objectives—Ethical and Safe Conduct in Science and Organizational Operations—Research Misconduct” [http://grants1.nih.gov/grants/policy/nihgps\\_2003/Research\\_Misconduct](http://grants1.nih.gov/grants/policy/nihgps_2003/Research_Misconduct)
- **Animal welfare.** The animal welfare requirements contained in “Public Policy Requirements and Objectives—Animal Welfare” [http://grants1.nih.gov/grants/policy/nihgps\\_2003/Animal\\_Welfare](http://grants1.nih.gov/grants/policy/nihgps_2003/Animal_Welfare)
- **Human subjects.** U.S. Federal and home country requirements. The human subjects requirements contained in “Public Policy Requirements and Objectives—Requirements Affecting the Rights and Welfare of Individuals as Research Subjects, Patients, or Recipients of Services—Human Subjects,” [http://grants1.nih.gov/grants/policy/nihgps\\_2003/Human\\_Subjects](http://grants1.nih.gov/grants/policy/nihgps_2003/Human_Subjects) including the requirement for an assurance pursuant to 45 CFR Part 46
- **Lobbying.** The requirements of “Public Policy Requirements and Objectives—Ethical and Safe Conduct in Science and Organizational Operations—Lobbying,” including disclosure reporting, apply to this subaward. <[http://grants1.nih.gov/grants/policy/nihgps\\_2003/Lobbying](http://grants1.nih.gov/grants/policy/nihgps_2003/Lobbying)>
- **Debt.** Collaborator is required to provide a certification of nondelinquency on debts owed to the United States as specified in “Public Policy Requirements and Objectives—Ethical and Safe Conduct in Science and Organizational Operations—Nondelinquency on Federal Debt.” [http://grants1.nih.gov/grants/policy/nihgps\\_2003/Nondelinquency\\_on\\_Federal\\_Debt](http://grants1.nih.gov/grants/policy/nihgps_2003/Nondelinquency_on_Federal_Debt)
- **Debarment and suspension.** Applicants/grantees that are foreign governments or governmental entities, public international organizations, or foreign-government-owned or -controlled (in whole or in part) entities ARE NOT subject to the debarment or suspension certification requirement or to debarment or suspension under 45 CFR Part 76 [http://www.access.gpo.gov/nara/cfr/waisidx\\_00/45cfr76\\_00.html](http://www.access.gpo.gov/nara/cfr/waisidx_00/45cfr76_00.html). ALL OTHER FOREIGN INSTITUTIONS AND INTERNATIONAL ORGANIZATIONS ARE SUBJECT TO THESE REQUIREMENTS.
- **Drug-free workplace.** Compliance with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D, as amended) requires that all organizations receiving grants from any federal agency agree to maintain a drug-free workplace. <<http://said.dol.gov/SummaryDocument.asp?!D=583>> [NOTE: Foreign applicants and grantees may be exempted from the drug-free workplace requirements of 45 CFR Part 76 based on a documented finding by the NIH awarding office that application of those requirements is inconsistent with U.S. international obligations or the laws and regulations of a foreign government].
- **Conflict of interest.** Compliance with requirement to maintain a written standard of conduct and comply with 42 CFR Part 50, Subpart F. [http://grants1.nih.gov/grants/policy/nihgps\\_2003/NIHGPS\\_Part4.htm#\\_Toc54600065](http://grants1.nih.gov/grants/policy/nihgps_2003/NIHGPS_Part4.htm#_Toc54600065)
- **Human embryonic stem cell research.** NIH Guidelines for Research Using Human Pluripotent Stem Cells dated November 21, 2000. [http://grants1.nih.gov/grants/policy/nihgps\\_2003/NIHGPS\\_Part5.htm#\\_Toc54600083](http://grants1.nih.gov/grants/policy/nihgps_2003/NIHGPS_Part5.htm#_Toc54600083)
- **Research on Transplantation of Human Fetal Tissue.** The Requirements Affecting the Rights and Welfare of Individuals as Research Subjects, Patients, or Recipients of Services apply to this subaward. [http://grants1.nih.gov/grants/policy/nihgps\\_2003/NIHGPS\\_Part5.htm#\\_Toc54600083](http://grants1.nih.gov/grants/policy/nihgps_2003/NIHGPS_Part5.htm#_Toc54600083)
- **Recombinant DNA molecules and human gene transfer research.** NIH Guidelines for Research Involving Recombinant DNA Molecules (65 FR 60328, October 10, 2000 or latest Revision). <http://www4.od.nih.gov/oba/rac/guidelines/guidelines.html>
- **Women and minority inclusion policy.** NIH Guidelines on the Inclusion of Women and Minorities as Subjects in Clinical Research (NIH Guide for Grants and Contracts, Vol. 23, No. 11, March 18, 1994, and Federal Register, 59 FR 14508-14513, March 28, 1994), implementing section 492B of the PHS Act. [http://grants1.nih.gov/grants/policy/nihgps\\_2003/NIHGPS\\_Part5.htm#\\_Toc54600089](http://grants1.nih.gov/grants/policy/nihgps_2003/NIHGPS_Part5.htm#_Toc54600089)
- **Inclusion of children policy.** NIH Guidelines on the Inclusion of Children (i.e., individuals under the age of 21) as Subjects in Clinical Research. NIH has a separate policy on inclusion of children as subjects in clinical research that is similar to the policy regarding inclusion of women and minorities. The inclusion of children as subjects in research must comply with all applicable provisions of 45 CFR Part 46 and other pertinent Federal laws and regulations. [http://grants1.nih.gov/grants/policy/nihgps\\_2003/NIHGPS\\_Part5.htm#\\_Toc54600090](http://grants1.nih.gov/grants/policy/nihgps_2003/NIHGPS_Part5.htm#_Toc54600090)

**General terms and conditions:**

1. 45 CFR Part 74 [http://www.access.gpo.gov/nara/cfr/waisidx\\_00/45cfr74\\_00.html](http://www.access.gpo.gov/nara/cfr/waisidx_00/45cfr74_00.html) applies to this subaward.
2. The NIH Grants Policy Statement, including addenda, in effect as of the beginning date of the period of performance and found at <http://grants.nih.gov/grants/policy/policy.htm>, except for the payment mechanism and final reporting requirements, which are replaced with Reporting Requirements (Attachment 4) and Terms and Conditions on the front page of this agreement.
3. Any prior approvals are to be sought from the University and not the Federal Awarding Agency.
4. Collaborator assures, by signing this Subaward Agreement, that all Collaborator's personnel who are responsible for the design and conduct of projects involving human research participants have successfully completed their institutional training in accordance with the NIH Guide, Notice OD-00-039 <<http://grants1.nih.gov/grants/guide/notice-files/NOT-OD-00-039.html>.
5. Purchase of equipment costing more than \$5,000 requires prior approval of University. Title to equipment costing \$5,000 or more that is purchased or fabricated with research funds or Collaborator cost sharing funds, as 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 the NIH Grants Policy Statement.
6. Collaborator is subject to the audit requirements specified in 45 CFR 74.26(d) [http://www.access.gpo.gov/nara/cfr/waisidx\\_00/45cfr74\\_00.html](http://www.access.gpo.gov/nara/cfr/waisidx_00/45cfr74_00.html). Collaborator agrees that the Comptroller General of the United States, or a duly authorized representative, or University, shall, until the expiration of three (3) years after final payment under this Agreement, have access to and right to examine any directly pertinent books, documents, papers and records of the Collaborator involving transactions related to this Agreement. It is understood that, unless agreed to in writing by Collaborator, such examination shall be made during Collaborator's regularly established business hours.
7. Fiscal Considerations: In addition to requirements per Terms and Conditions paragraph 2, costs must be expressed in U.S. dollars using an exchange rate applicable at the time the invoice is submitted. Facilities and Administrative Costs (F&A) are specifically limited to 8 percent of total direct costs less equipment under this Agreement to support the costs of compliance with NIH requirements including, but not limited to, protection of human subjects, animal welfare, and research misconduct. NIH will not support the acquisition of, or provide for depreciation on, any capital expenditures, or support the normal, general operations of foreign and international organizations. [http://grants2.nih.gov/grants/policy/nihgps\\_2003/NIHGPS\\_Part12.htm# Allowable and Unallowable\\_1](http://grants2.nih.gov/grants/policy/nihgps_2003/NIHGPS_Part12.htm# Allowable_and_Unallowable_1)
8. Customs and Import Duties are unallowable. This includes consular fees, customs surtax, value-added taxes, and other related charges. [http://grants2.nih.gov/grants/policy/nihgps\\_2003/NIHGPS\\_Part12.htm# Allowable and Unallowable\\_1](http://grants2.nih.gov/grants/policy/nihgps_2003/NIHGPS_Part12.htm# Allowable_and_Unallowable_1)
9. Travel Regulations. Travel costs are limited to those allowed by formal organizational policy and, in the case of air travel, the lowest reasonable commercial airfares must be used. [http://grants2.nih.gov/grants/policy/nihgps\\_2003/NIHGPS\\_Part6.htm#Travel](http://grants2.nih.gov/grants/policy/nihgps_2003/NIHGPS_Part6.htm#Travel)

**Special terms and conditions:**

1. Copyrighted Material. Subject to its legal ability to do so, Collaborator shall grant to University an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, publish, and perform any copyrights or copyrighted material (including any computer software and its documentation and/or databases) developed under this Subaward Agreement for the purpose of education and research or to the extent required to meet University's obligations under its Prime Award.
2. Data Rights. Subject to its legal ability to do so, Collaborator shall grant to University the right to use data created in the performance of this Subaward Agreement for the purpose of education and research or to the extent required to meet University's obligations under its Prime Award.
3. Disputes: Resolution of disputes of a technical nature shall be resolved through good faith negotiations. Any dispute arising under or related to this Agreement shall be resolved to the maximum possible extent through negotiations and settlement. Failing settlement, despite good faith efforts by both parties, any such unresolved issues shall be arbitrated in accordance with the International Arbitration Rules of the American Arbitration Association.

**Attachment 3  
Subaward Agreement**

University Contacts	Collaborator Contacts
<p><b>Administrative Contact</b></p> <p>Name/Title:</p> <p>Address:</p> <p>Telephone:</p> <p>Fax:</p> <p>Email:</p>	<p><b>Administrative Contact</b></p> <p>Name/Title:</p> <p>Address:</p> <p>Telephone:</p> <p>Fax:</p> <p>Email:</p>
<p><b>Principal Investigator or Project Director</b></p> <p>Name/Title:</p> <p>Address:</p> <p>Telephone:</p> <p>Fax:</p> <p>Email:</p>	<p><b>Principal Investigator or Project Director</b></p> <p>Name/Title:</p> <p>Address:</p> <p>Telephone:</p> <p>Fax:</p> <p>Email:</p>
<p><b>Financial Contact</b></p> <p>Name/Title:</p> <p>Address:</p> <p>Telephone:</p> <p>Fax:</p> <p>Email:</p>	<p><b>Financial Contact</b></p> <p>Name/Title:</p> <p>Address:</p> <p>Telephone:</p> <p>Fax:</p> <p>Email:</p>
<p><b>Authorized Official</b></p> <p>Name/Title:</p> <p>Address:</p> <p>Telephone:</p> <p>Fax:</p> <p>Email:</p>	<p><b>Authorized Official</b></p> <p>Name/Title:</p> <p>Address:</p> <p>Telephone:</p> <p>Fax:</p> <p>Email:</p>

## Attachment 4 Subaward Agreement

### Reporting Requirements

- Quarterly expenditure reports are due within 30 days of the quarter end date. The reports should include current and cumulative costs, Subaward number, and certification as to truth and accuracy of the report [include this requirement for firm-fixed-price Subaward Agreement]
- In accordance with 37 CFR 401.14, Collaborator shall notify University's Administrative Contact, as stated in Attachment 3, within two months after Collaborator's inventor discloses invention(s) in writing to Collaborator personnel responsible for patent matters.
- Final Technical Report: To be submitted within sixty (60) days of the termination date of this Agreement to the University Principal Investigator as stated in Attachment 3.
- Final Patent Report: To be submitted within sixty (60) days of the termination date of this Agreement to the University Administrative Contact as stated in Attachment 3. A negative report is required
- All reporting shall be in English and in U.S. dollars (\$US).

### Payment Schedule [include for firm-fixed-price Subaward Agreement]

University shall pay Collaborator according to the following schedule:

- Payment 1) University will issue an advance payment of \_\_\_\_\_ dollars U.S. (\$U.S.) upon full execution of this Agreement.
- Payment 2) Milestone/deliverable, etc.
- Payment 3)
- Payment 4)