

NSF FOREIGN Subaward Agreement

Institution/Organization ("University") Name: Address:	Institution/Organization ("Collaborator") Name: Address: EIN No.:	
Prime Award No.	Subaward No.	
Awarding Agency National Science Foundation, NSF	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: <input type="checkbox"/> See Attachment 4]		
Terms and Conditions (05/18/06)		
<p>1) University hereby awards a (choose one): <input type="checkbox"/> cost reimbursable <input type="checkbox"/> labor hour <input type="checkbox"/> 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.</p> <p>2) University shall (choose one): <input type="checkbox"/> UNIVERSITY shall reimburse Collaborator not more often than monthly for allowable costs. All invoices shall be submitted using Collaborator'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. <input type="checkbox"/> 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. <input type="checkbox"/> reimburse Collaborator according to the payment schedule in Attachment 4.</p> <p>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.</p> <p>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.</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 Collaborator.</p> <p>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."</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 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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>11) By signing below Collaborator makes the certifications and assurances shown in Attachment 1 and 2.</p>		
By an Authorized Official of UNIVERSITY:	By an Authorized Official of COLLABORATOR:	
_____	_____	
Date	Date	

Attachment 1
Subaward Agreement
NSF

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 45CFR 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 45CFR Part 76 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?ID=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
- **Affirmative action for disabled Veterans and Veterans of the Vietnam era** Compliance with Public Laws 92-540 and 93-508, Executive Order 11701, and the regulations of the Secretary of Labor (41 CFR Part 60-250) in promoting employment opportunities for disabled and Vietnam veterans.
- **Civil Rights.** Compliance with Title VI of the Civil Rights Act of 1964.
- **Handicapped Individuals.** Compliance with Section 504 of the Rehabilitation Act of 1973 as amended.
- **Sex Discrimination.** Compliance with Section 901 of Title IX of the Education Amendments of 1972 as amended
- **Age Discrimination.** Compliance with the Age Discrimination Act of 1975 as amended
- **Use of U.S. air carriers required for foreign travel.** Compliance with 49 U.S.C. 1517, Fly America Act, which requires the use of U.S.-flag air carriers for U.S. Government-financed international air travel and transportation of personal effects or property, to the extent service by these carriers is available.

Attachment 2
Subaward Agreement
NSF

General terms and conditions:

1. 45 CFR Part 74 http://www.access.gpo.gov/nara/cfr/waisidx_00/45cfr74_00.html applies to this subaward.
2. This Agreement is made as a result of the NSF Grant No. _____. The general provisions of that grant are those covered by the NSF Grant Policy Manual, including addenda in effect as of the beginning date of the period of performance and found at http://www.nsf.gov/home/grants/grants_gac.htm, except for the following:
 - a. The right to initiate an automatic one-time extension of the end date provided by Article 4 is replaced by the need to obtain prior written approval from the University;
 - b. The payment mechanism described in Article 12 and the final report requirements described in Article 15 are replaced with Reporting Requirements and Terms and Conditions on the front page of this agreement; and
 - c. Any prior approvals are to be sought from the University and not the Federal Awarding Agency.
3. 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 Article 6 of the NSF GC-1.
4. Subawardee 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. 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.
5. 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. Indirect or overhead costs are not allowed under this Subaward Agreement. (Reference: NSF Grant Policy Manual 633.2)

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

Payment Schedule (include for firm-fixed-price Subaward Agreement)

University shall reimburse 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) Milestone/deliverable, etc.
- Payment 4) Milestone/deliverable, etc.

**Attachment 5
Subaward Agreement**

Collaborator's Statement of Work and Budget

Attachment 6 Subaward Agreement
--

Sample Invoice

TO: University: _____
 Name/Title: _____

Date: 00/00/00
 Invoice No: _____
 Subaward No: _____

RE: Obligated Amount: \$00,000

Billing for the period: 00/00/00 – 00/00/00	CURRENT	CUMULATIVE
Salaries and Wages		
Subcontract Costs		
Equipment		
Materials & Supplies		
Travel		
Other Direct Costs		
COST SHARE		
TOTAL		

I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the application and award documents.

Signed: _____

Checklist of Additional Terms and Conditions to be considered for foreign subawards. Universities may adapt and tailor to particular institutional requirements:

- **Use of Name:** Neither party shall use the name of the other party, nor the name of any faculty member, employee, or student of the other party, in connection with any product, service, promotion, news release, or other publicity without the prior written permission of the other party and, if an individual's name be concerned, of that individual.
- **Publications:** Collaborator agrees that all publications that result from work under this subaward will acknowledge that the project was supported by (Award #), (Sponsor Name).
- **Governing Language:** In the event that a translation of this Agreement is prepared and signed by the parties, this English language version shall be the official version and shall govern if there is a conflict between this English language version and the translation. All disputes [litigation and arbitration] under this Agreement shall be resolved and conducted, regardless of the means or authority, in the English language.
- **Governing Law:** This Agreement shall be governed, construed and enforced for all purposes in accordance with the laws of [specify], without regard to such laws governing choice of law. Notwithstanding the foregoing Collaborator acknowledges that University is subject to the laws of the United States and will not be obligated to take any action that is violative of such laws.
- **Patents:** Pursuant to Public Law 96-517, as amended by Public Law 98-620, title to any invention or discovery made or conceived under this subaward shall vest in the Collaborator. Collaborator shall promptly notify Principal Investigator (as shown in Attachment 3) in writing of any such inventions or discoveries. Collaborator hereby grants to University a royalty-free, non-exclusive license for internal research purposes to any Collaborator invention or discovery. <http://thomas.loc.gov/cgi-bin/bdquery/z?d096:HR06933:@@L>
- **Anti-terrorist Compliance:** Collaborator hereby agrees that all funds, including sub-awards to subrecipients, will be used in compliance with all applicable United States anti-terrorist financing and asset control laws, regulations, rules and executive orders.
- **No Partnership/Joint Venture:** The relationship of the Parties under this Agreement is that of independent contractors and they are not agents, employees, partners or joint ventures of one another. No Party has the authority to bind any other Party in contract or to incur any debts or obligations on behalf of any other Party, and no Party (including any employee or other representative of a Party with responsibility for [Program] matters) shall take any action that attempts or purports to bind any other Party in contract or to incur any debts or obligations on behalf of any other Party, without the affected Party's prior written approval.
- **Export Controls:** It is understood that University is subject to United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities, and that its obligations hereunder are contingent on compliance with applicable U.S. export laws and regulations (including the Arms Export Control Act, as amended, and the Export Administration Act of 1979). The transfer of any such Technology and Items and the entering into and provision of such Transactions and Services that are subject to Restrictions may require a license or authorization from the cognizant agency of the United States Government, and/or may require written assurances by the receiving party that it shall not re-export such Technology and Items to certain foreign destinations and/or to certain recipients without prior approval of the cognizant government agency, and/or may require that the involved individuals and entities will comply with conditions on Transactions and Services. While University agrees to cooperate in securing any license which the cognizant agency deems necessary in connection with this Agreement, University cannot guarantee that such licenses will be granted.
- **Grant Related Income:**
- **Insurance:**

Language for some of the above and Additional Key Agreement Clauses may be found in Supplemental Handout #4 <<http://www.ncura.edu/data/conferences/videoseries/2005/workshops/ISPA/supplementalho4.doc>> provided in conjunction with NCURA Video Workshop on International Sponsored Programs Administration broadcast on March 8, 2005.