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| Agreement | | | | | |
| Institution/Organization ("PRIME RECIPIENT")  Name: | | | | Institution/Organization ("SUBCONTRACTOR")  Name:  Address:    EIN No.: | |
| Prime Awarding Agency: | | | |
| Period of Performance / Budget Period:  From: To: | | | | Agreement # | |
| Amount Funded this Action: $ | |
| Project Title: | | | | | |
| **Terms and Conditions**  1) PRIME RECIPIENT hereby awards a cost reimbursable agreement, as described above, to SUBCONTRACTOR. The statement of work and budget for this agreement are shown in Attachment 4. In its performance of agreement work, SUBCONTRACTOR shall be an independent entity and not an employee or agent of PRIME RECIPIENT.  2) PRIME RECIPIENT shall reimburse SUBCONTRACTOR not more often than monthly for allowable costs. All invoices shall be submitted using SUBCONTRACTOR’S standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), agreement number, and certification as to truth and accuracy of invoice. *Invoices that do not reference PRIME RECIPIENT’S agreement number shall be returned to SUBCONTRACTOR.* Invoices and questions concerning invoice receipt or 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 PRIME RECIPIENT’S Financial Contact NOT LATER THAN forty five (45) days after agreement end date. The final statement of costs shall constitute SUBCONTRACTOR’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 SUBCONTRACTOR.  5) Matters concerning the technical performance of this agreement should be directed to the appropriate party’s Principal Investigator, as shown in Attachment 3. Technical reports are required as indicated in Attachment 4, “Reporting Requirements.”  6) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this agreement, and any changes requiring prior approval, should be directed to the appropriate party's Principal Investigator, as shown in Attachment 3. Any such changes made to this 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 Authorized Official or Financial Contact, as shown in Attachment 3.  9) The Agreement is subject to the terms and conditions of the Prime Award and other special terms and conditions, as identified in Attachment 2.  10) By signing below SUBCONTRACTOR makes the certifications and assurances shown in Attachments 1 and 2. | | | | | |
| Authorized Official of PRIME RECIPIENT:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | Authorized Official of SUBCONTRACTOR:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | |
|  | | Date |  | | Date |
| PRIME RECIPIENT Principal Investigator:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | |  | | |
|  | Date | |  | |  |

**Attachment 1**

**Agreement**

**Certifications**

By signing the Agreement, the authorized official of SUBCONTRACTOR 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 SUBCONTRACTOR, 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 SUBCONTRACTOR shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the PRIME RECIPIENT.

3) The SUBCONTRACTOR shall require that the language of this certification be included in the award documents for all agreements at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all SUBCONTRACTORs 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**

SUBCONTRACTOR certifies by signing this 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**

SUBCONTRACTOR shall maintain and have available for audit and inspection all administrative and financial documents, and all other records, allocated to this Agreement for a period of three years following submission of the final invoice or financial report except that, if an audit is initiated before the expiration of the three year period, the records shall be retained until audit findings have been resolved. The above records are subject to inspection and audit by UMMC, its designated representatives, representatives of the Awarding Agency, the Inspector General or the Comptroller General of the United States or any of their duly authorized representatives at all reasonable times and upon advanced notice during the life of the Agreement and for three years thereafter, or longer if required by the audit.

**Attachment 2**

**Agreement**

**Terms and Conditions**

**Special terms and conditions:**

1. Copyrights

SUBCONTRACTOR grants to Prime Recipient 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 Agreement solely for the purpose of and only to the extent required to meet Prime Recipient’s obligations to Prime Awarding Agency.

2. Data Rights

SUBCONTRACTOR grants to Prime Recipient the right to use data created in the performance of this Agreement solely for the purpose of and only to the extent required to meet Prime Recipient’s obligations to Prime Awarding Agency.

3. Patents

The determination of the rights of ownership and disposition of patentable inventions resulting from the performance of the work under this Agreement and the administration of such inventions shall be in accordance with all federal laws and regulations.

4. Publications

All publications must cite the source of support, and shall indicate that the findings, opinions and recommendations expressed therein are those of the author and not necessarily those of the University of Mississippi Medical Center. A copy of all proposed publications shall be furnished to the Prime Recipient’s Principal Investigator 45 days in advance.

5. Publicity

Neither party shall use the name of the other party in news releases or advertising or in other publications directed to the general public without approval of an authorized signatory of the other party.

6. Governing Law

This Agreement shall be governed by the laws of the State of\_\_\_\_\_\_\_\_\_.

7. Liability

As the University of Mississippi Medical Center is a state-supported educational entity, any liability claims will be handled under the Mississippi Tort Claims Act, M.C.A. Sections 11-46-1 et. seq., subject to the Act’s limitations.

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| **Attachment 3**  **Subaward Agreement**  **Contact Information** | |
| PRIME RECIPIENT Contacts | SUBRECIPIENT Contacts |
| Administrative Contact  Name:    Address:      Telephone:  Fax:  Email: | Administrative Contact  Name:  Address:    Telephone:  Fax:  Email: |
| Principal Investigator  Name:  Address:    Telephone:  Fax:  Email: | Principal Investigator  Name:  Address:    Telephone:    Fax:  Email: |
| Financial Contact  Name:  Address:    Telephone:  Fax:  Email: | Financial Contact  Name:  Address:  Telephone:    Fax:  Email: |
| Authorized Official  Name:    Address:  Telephone:  Fax:  Email: | Authorized Official  Name:  Address:  Telephone:    Fax:  Email: |

**Attachment 4**

**Agreement – Budget / Scope of Work**