Kuali Coeus Research Management (KCRM) - Subawards:

Print Template and Attachments Mapping Guide

Version 1.3: June 2015

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**FDP Cost Reimbursement Research Subaward Agreement**

Pass-through Entity (PTE): Boston University

Subrecipient: University of Iowa

Federal Award Issue Date: 06/19/2014

Total Amount of Federal Award to PTE: $53,962.00

Subaward Period of Performance: Start: 07/01/2015 End: 12/31/2015

Amount Funded This Action: Financial > Obligated Amount $6,000.00

Subaward No: 4500123456 Subaward > FRN

Financial > Budget Start Date: 07/01/2015 Financial > Budget End Date: 12/31/2015

Incrementally Estimated Total: Financial > Anticipated Amount $16,000.00

Is this Award R & D Yes Or No

Cost Sharing (Attachment 5)

Project Title: Examining Significant Changes to the Nitrogen Cycle in Waquoit Bay

**Terms and Conditions**

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 

- [X] as shown in Attachment 5. In its performance of the subaward work, Subrecipient shall be an independent entity and not an employee or agent of PTE.

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). Invoices that do not reference PTE Subaward Number shall be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Prime Financial Contact as shown in Attachments 3A.

3) A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to PTE's Prime Financial Contact; as shown in Attachments 3A and 3B, NOT LATER THAN 60 days after subaward end date. The final statement of costs shall constitute Subrecipient'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 Subrecipient. PTE reserves the right to reject an invoice, in accordance with 2 CFR 200.205.

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".

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 Prime Administrative Contact, as shown in Attachments 3A & 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.

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 Unilaterally. Unilateral modifications shall be considered valid 14 days after receipt unless otherwise indicated by Subrecipient.

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.

9) Either party may terminate this subaward with thirty days written notice to the appropriate party's Prime Administrative Contact as shown in Attachments 3A & 3B. The PTE shall pay Subrecipient for termination costs as allowable under Uniform Guidance, 2 CFR 200 or 45 CFR Part 74 Appendix E, "Principles for Determining Costs Applicable to Research & Development under Grants and Contracts with Hospitals" as applicable.

10) No-cost extensions require the approval of the PTE. Any requests for a no-cost extension shall be addressed to and received by the Prime Administrative Contact as shown in Attachments 3A, not less than 30 days prior to the desired effective date of the requested change.

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.

12) By signing this Research Subaward Agreement Subrecipient makes the certifications and assurances shown in Attachments 1 and 2.

13) Research Terms & Conditions RESERVED

By an Authorized Official of Pass-through Entity: Name: Date: Title:

By an Authorized Official of Subrecipient: Name: Date: Title:

---

1 Checked if FDP Attachment 4 is included in printout, as identified by the Subaward FDP Attachment 4 Form ID parameter.
2 Checked if Custom Data > FFATA has an entry of "Y".
3 Checked if Custom Data > Cost Sharing has an entry of "Y".
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.
# Research Subaward Agreement Amendment

## Pass-through Entity (PTE)

<table>
<thead>
<tr>
<th>Field</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>PTE:</td>
<td>Boston University</td>
</tr>
<tr>
<td>Address</td>
<td>85 East Newton Street M-921 Boston MASSACHUSETTS 02118-2340</td>
</tr>
<tr>
<td>PTE Principal Investigator (PI):</td>
<td>ROBINSON W FULWEILER</td>
</tr>
<tr>
<td>PTE Federal Award No:</td>
<td>A101116</td>
</tr>
<tr>
<td>FAIN:</td>
<td>FAIN123</td>
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</tbody>
</table>

## Subrecipient

<table>
<thead>
<tr>
<th>Field</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subrecipient:</td>
<td>University of Iowa</td>
</tr>
<tr>
<td>Address</td>
<td>2 Gilmore Hall Iowa City IOWA 52242-1316</td>
</tr>
<tr>
<td>Subrecipient Principal Investigator (PI):</td>
<td>Torner, James</td>
</tr>
<tr>
<td>Subrecipient Federal Award No:</td>
<td>4500123456</td>
</tr>
</tbody>
</table>

## Project Title

- **Examining Significant Changes to the Nitrogen Cycle in Waquoit Bay**

## Subaward Period of Performance

- **Start Date:** 01/01/2015
- **End Date:** 12/31/2017

## Amendment(s) to Original Terms and Conditions

This Amendment revises the above-referenced Research Subaward Agreement as follows:

### Action:

- This Amendment authorizes funds in the amount of $1,000.00 to include the 07/01/2015 - 12/31/2015 funding period.
- Cumulative total funds authorized to date: $6,000.00.

### NIH-Specific Requirements Promoting Objectivity in Research Applicable to Subrecipients (42 CFR Part 50 Subpart F)

1. 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 Investigators."

Subrecipient must designate herein whether the financial conflicts of interest policy of ☐ Prime Recipient 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.

2. Subrecipient shall report any financial conflict of interest to Prime Recipients Administrative Representative, as designated on Attachment 3A. Any financial conflicts of interest 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.

All other terms and conditions of this Subaward Agreement remain in full force and effect.

By an Authorized Official of Pass-through Entity:

<table>
<thead>
<tr>
<th>Name:</th>
<th>Date:</th>
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<tbody>
<tr>
<td>Title:</td>
<td></td>
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</table>

By an Authorized Official of Subrecipient Entity:

<table>
<thead>
<tr>
<th>Name:</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title:</td>
<td></td>
</tr>
</tbody>
</table>
Research Subaward Agreement
Amendment

Pass-through Entity (PTE)

PTE: Boston University
Address: 85 East Newton Street

Subrecipient: University of Iowa
Address: 2 Gilmore Hall
Division of Sponsored Programs
Iowa City
IOWA 52242-1340

PTE Principal Investigator (PI): ROBINSON W FULWEILER
Subrecipient Principal Investigator (PI): Torner, James

PTE Federal Award No: A101116
FAIN: FAIN123
Subaward No.: 4500123456

Project Title: Examining Significant Changes to the Nitrogen Cycle in Waquoit Bay

Subaward Period of Performance:
Start Date: 01/01/2015
End Date: 12/31/2017

Amount Funded This Action: $1,000.00

Amendment No.: 001
Subaward No.: 4500123456

Total Amount of Federal Funds Obligated to date: $6,000.00

Effective Date of Amendment: 07/01/2015

Action:
The Subaward Agreement between the Trustees of Boston University and University of Iowa is hereby modified.

1. This amendment authorizes incremental funding in the amount of $1,000.00.
2. Cumulative total funds authorized to date: $6,000.00.

Amendment(s) to Original Terms and Conditions
This Amendment revises the above-referenced Research Subaward Agreement as follows:

1. NIH-Specific Requirements Promoting Objectivity in Research Applicable to Subrecipients (42 CFR Part 50 Subpart F)

   1. 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 Investigators."

   Subrecipient must designate herein whether the financial conflicts of interest policy of □ Prime Recipient 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.

   2. Subrecipient shall report any financial conflict of interest to Prime Recipients 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.

All other terms and conditions of this Subaward Agreement remain in full force and effect.

By an Authorized Official of Pass-through Entity:
Name: ___________________________ Date: ___________________________
Title: ___________________________

By an Authorized Official of Subrecipient Entity:
Name: ___________________________ Date: ___________________________
Title: ___________________________
## Research Subaward Agreement
### Amendment

#### PTE: Boston University
- Address: 85 East Newton Street M-921, Boston, MASSACHUSETTS 02118-2340

#### Subrecipient: University of Iowa
- Address: 2 Gilmore Hall, Iowa City, IOWA 52242-1340

### PTE Principal Investigator (PI): ROBINSON W FULWEILER

### Subrecipient Principal Investigator (PI): Torner, James

### Subaward Period of Performance:
- Start Date: 01/01/2015
- End Date: 12/31/2017

### Amount Funded This Action:
- $1,000.00

### Total Amount of Federal Funds Obligated to date:
- $6,000.00

### Amendment(s) to Original Terms and Conditions

This Amendment revises the above-referenced Research Subaward Agreement as follows:

**Action:**
- This Amendment extends the period of performance to 12/31/2017 in accordance with the no-cost extension of the Department of Commerce/NOAA prime award.

**Additional Modification Text as needed:**
- Financial > History of Changes > Effective Date of Amendment

### NIH-Specific Requirements Promoting Objectivity in Research Applicable to Subrecipients (42 CFR Part 50 Subpart F)

1. 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 Investigators."

Subrecipient must designate herein whether the financial conflicts of interest policy of Prime Recipient 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.

2. Subrecipient shall report any financial conflict of interest to Prime Recipient’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.

All other terms and conditions of this Subaward Agreement remain in full force and effect.

By an Authorized Official of Pass-through Entity:

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By an Authorized Official of Subrecipient Entity:

<table>
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<tr>
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</tr>
</thead>
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# Research Subaward Agreement

## Amendment

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<td><strong>PTE:</strong> Boston University</td>
<td><strong>Subrecipient:</strong> University of Iowa</td>
</tr>
<tr>
<td><strong>Address:</strong> 85 East Newton Street M-921 Boston MASSACHUSETTS 02118-2340</td>
<td><strong>Address:</strong> 2 Gilmore Hall Iowa City IOWA 52242-1316</td>
</tr>
<tr>
<td><strong>PTE Principal Investigator (PI):</strong> ROBINSON W. FULWEILER</td>
<td><strong>Subrecipient Principal Investigator (PI):</strong> Torner, James</td>
</tr>
<tr>
<td><strong>PTE Federal Award No:</strong> A101116</td>
<td><strong>Subaward No.:</strong> 4500123456</td>
</tr>
<tr>
<td><strong>Project Title:</strong> Examining Significant Changes to the Nitrogen Cycle in Waquoit Bay</td>
<td><strong>Subaward &gt; Title</strong></td>
</tr>
</tbody>
</table>

### Subaward Period of Performance:
- **Start Date:** 01/01/2015
- **End Date:** 12/31/2017

### Amendment(s) to Original Terms and Conditions

This Amendment revises the above-referenced Research Subaward Agreement as follows:

1. **Amount Funded This Action:** $1,000.00
2. **Total Amount of Federal Funds Obligated to date:** $6,000.00

### Amendment No.: 001

**Effective Date of Amendment:** 07/01/2015

### Additional Modification Text as needed.

**NIH-Specific Requirements Promoting Objectivity in Research Applicable to Subrecipients (42 CFR Part 50 Subpart F)**

1. 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 Investigators."

Subrecipient must designate herein whether the financial conflicts of interest policy of ☐ Prime Recipient 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.

2. Subrecipient shall report any financial conflict of interest to Prime Recipients 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.

All other terms and conditions of this Subaward Agreement remain in full force and effect.

By an Authorized Official of Pass-through Entity: ____________________________ 

By an Authorized Official of Subrecipient Entity: ____________________________ 

**Title:** ____________________________  **Date:** ____________________________ 

**Title:** ____________________________  **Date:** ____________________________
Attachment 3A
Research Subaward Agreement
Subaward Number: 4500123456

Prime Recipient Contacts
Institution/Organization ("Prime Recipient")
Name: Trustees of Boston University
Address: 85 East Newton Street (M-921)
City: Boston  State: MASSACHUSETTS  Zip Code: 02118-2340

Administrative Contact
Name: Costa, Maria
Address: Office of Sponsored Programs
         85 East Newton Street, M-921
City: Boston  State: MASSACHUSETTS  Zip Code: 02118-2340
Telephone: 617-683-4600  Fax: 617-683-4686
Email: buprimesubs@bu.edu

Principal Investigator
Name: ROBINSON W FULWEILER
Address: Arch/Geog & Env/ Stone Science
         Boston University
         675 Commonwealth Ave
City: Boston  State: MASSACHUSETTS  Zip Code: 02215
Telephone: 617-353-2532  Fax:
Email: RWF@BU.EDU

Financial Contact
Name: Zhang, Sophia
Address: Research Accounting Attn: Subcontract Processing
         25 Buick Street
City: Boston  State: MASSACHUSETTS  Zip Code: 02115
Telephone: 617-353-4555  Fax: 617-353-6740
Email: pafo@bu.edu

Invoices should be sent to the Boston University email for Subaward Invoices: subinv@bu.edu

Authorized Official
Name: Marron, Jennifer
Address: Office of Sponsored Programs
         85 East Newton Street, M-921
City: Boston  State: MASSACHUSETTS  Zip Code: 02118-2340
Telephone: 617-638-4600  Fax: 617-638-4686
Email: bumc-era@bu.edu
Institution/Organization ("Subrecipient")
Name: Northeastern University
Address: 716 Columbus Place, Suite 620
City: Boston State: MASSACHUSETTS Zip Code: 02115
EIN No.: 041679980
Subrecipient currently registered in CCR? Yes
DUNS No.: 001423631
Parent DUNS No.: DUNS123
If Subrecipient exempt from reporting compensation? No
Congressional District: MA-008
Congressional District: 0234-987

Administrative Contact
Name: Abur, Ali
Address: 360 Huntington Avenue
City: Boston State: MASSACHUSETTS Zip Code: 02115-5000
Telephone: 617-555-5555 Fax: 
Email: test_email@neu.edu

Principal Investigator
Name: Goodwin, Dr. Matthew S.
Address: 960 Renaissance Park Building 2
City: Boston State: MASSACHUSETTS Zip Code: 02115-5005
Telephone: 617-555-9874 Fax: 617-555-1234
Email: test_email@neu.edu

Financial Contact
Name: Abur, Ali
Address: 360 Huntington Avenue
City: Boston State: MASSACHUSETTS Zip Code: 02115-5000
Telephone: 617-555-5555 Fax: 
Email: test_email@neu.edu

Authorized Official
Name: Smith, Susie
Address: Office of Sponsored Programs 360 Huntington Ave
City: Boston State: MASSACHUSETTS Zip Code: 02155
Telephone: 617-555-1235 Fax: 617-555-8975
Email: jsmith_test@neu.edu
Attachment 3B - Research Subaward Agreement

Page 2 - Place of Performance & Highest Compensated Officers

Subaward Number: 1234567890

Institution/Organization ("Subrecipient")
Name: Northeastern University

Place of Performance
Name: 
Address: 
City: State: Zip Code +4: 
Telephone: Fax: 
Email: Congressional District: 

The names and total compensation of the five most highly compensated officers of the entity(ies) must be listed if--

(i) the entity in the preceding fiscal year received-

   (I) 80 percent or more of its annual gross revenues in Federal awards (federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements); AND

   (II) $25,000,000 or more in annual gross revenues from Federal awards; and

(ii) the public does not have access to 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.

Is subaward entity exempt from reporting executive compensation? No

Complete the information below.
 Offi cer 1 Name
 Offi cer 1 Compensation
 Offi cer 2 Name
 Offi cer 2 Compensation
 Offi cer 3 Name
 Offi cer 3 Compensation
 Offi cer 4 Name
 Offi cer 4 Compensation
 Offi cer 5 Name
 Offi cer 5 Compensation

Note: This area is left blank intentionally so it can be completed outside of the system.
Attachment 2
Research Subaward Agreement
Prime Award Terms and Conditions
AFOSR

Agency-Specific Certifications/Assurances


General terms and conditions:

1. The restrictions on the expenditure of federal funds in appropriations acts are applicable to this subaward to the extent those restrictions are pertinent.
2. 32 CFR Part 32 or 32 CFR Part 33 as applicable.
3. DoD 3210.6-R, Department of Defense Grants and Agreement Regulations, including addenda in effect as of the beginning date of the period of performance.
   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 Prime Recipient;
   b. The payment mechanism described in Article 22 and the financial reporting requirements in Article 52 of the Research Terms and Conditions and Article 11 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 Prime Recipient and not the Federal Awarding Agency.
5. 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 34(a) of the Research Terms and Conditions.

Special terms and conditions: [Institutions may include the following optional clauses.]

1. Copyrights  
   Subrecipient 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 Subaward Agreement solely for the purpose of and only to the extent required to meet Prime Recipient's obligations to the Federal Government under its Prime Award.

2. Data Rights  
   Subrecipient grants to Prime Recipient 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 Prime Recipient's obligations to the Federal Government under its Prime Award. [Do not add a Patent or Inventions Clause. The prime award governs rights to patents and inventions. Prime Recipient cannot obtain rights in the Subrecipient's subject inventions as a part of consideration for the subaward. Should it be necessary, the Federal Government can authorize the Prime Recipient's right to practice a Subrecipient's subject invention (as well as subject data or copyrights) on behalf of the Federal Government.]

3. Automatic Carry Forward: Yes  
   Note: See NASA Attachment on page 9 for sample if No is checked.
Certifications/Assurances


General terms and conditions:

1. Under the authority of 42 U.S.C. 2473(c)(5), and is subject to all applicable laws and regulations of the United States in effect on the date of this agreement, including but not limited to 14 CFR Part 1260 (Grants and Cooperative Agreements).
2. The restrictions on the expenditure of federal funds in appropriations acts are applicable to this subaward to the extent those restrictions are pertinent.
   a. The right to initiate an automatic one-time extension of the end date provided by Article 25(c)(2) is replaced by the need to obtain prior written approval from the Prime Recipient;
   b. The payment mechanism described in Article 22 and the financial reporting requirements in Article 52 of the Research Terms and Conditions and Article 9 of the Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this agreement; and
   c. Any prior approvals are to be sought from the Prime Recipient and not the Federal Awarding Agency.
4. 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 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.

Special terms and conditions:

1. Copyrights
   Subrecipient 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 Subaward Agreement solely for the purpose of and only to the extent required to meet Prime Recipient's obligations to the Federal Government under its Prime Award.
2. Data Rights
   Subrecipient grants to Prime Recipient 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 Prime Recipient's obligations to the Federal Government under its Prime Award. [Do not add a Patent or Inventions Clause. The prime award governs rights to patents and inventions. Prime Recipient cannot obtain rights in the Subrecipient's subject inventions as a part of consideration for the subaward. Should it be necessary, the Federal Government can authorize the Prime Recipient's right to practice a Subrecipients's subject invention (as well as subject data or copyrights) on behalf of the Federal Government.]
3. Automatic Carry Forward: No Carry Forward requests must be sent to Prime Recipient's - Prime Administrative Contact, as shown in Attachment 3.
Agency-Specific Certifications/Assurances


General terms and conditions as of the effective date of this Research Subaward Agreement:

1. The restrictions on the expenditure of federal funds in appropriations acts are applicable to this subaward to the extent those restrictions are pertinent.
2. 45 CFR Part 74 or 45 CFR Part 92 as applicable.
3. The NIH Grants Policy Statement found at http://grants.nih.gov/grants/policy/policy.htm#gps, including addenda in effect as of the beginning date of the period of performance.
   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 Prime Recipient;
   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 Prime Recipient 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: Yes

Special terms and conditions:

1. Copyrights
   Subrecipient 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 Subaward Agreement solely for the purpose of and only to the extent required to meet Prime Recipient's obligations to the Federal Government under its Prime Award.

2. Data Rights
   Subrecipient grants to Prime Recipient 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 Prime Recipient's obligations to the Federal Government under its Prime Award.

3. Automatic Carry Forward: Yes

Note: See NASA Attachment on page 9 for sample if No is checked.
NIH-Specific Requirements Promoting Objectivity in Research Applicable to Subrecipients (42 CFR Part 50 Subpart F)

1. 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 Investigators."

   Subrecipient must designate herein whether the financial conflicts of interest policy of □ Prime Recipient 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.

2. Subrecipient shall report any financial conflict of interest to Prime Recipients 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 Subrecipient Agreement and within 45 days of any subsequently identified financial conflict of interest.
Certifications/Assurances


General terms and conditions  as of the effective date of this Research Subaward Agreement:

1. The restrictions on the expenditure of federal funds in appropriations acts are applicable to this subaward to the extent those restrictions are pertinent.
2. OMB Circular A-110 or 45 CFR Part 602 as applicable.
3. The Proposal and Award Policies and Procedures Guide, including addenda in effect as of the beginning date of the period of performance.
   a. The right to initiate an automatic one-time extension of the end date provided by Article 25(c)(2) is replaced by the need to obtain prior written approval from the Prime Recipient;
   b. The payment mechanism described in Article 22 and the financial reporting requirements in Article 52 of the Research Terms and Conditions and Article 9 of the Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this agreement; and
   c. Any prior approvals are to be sought from the Prime Recipient 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.

Special terms and conditions:

1. Copyrights  Template Information > Copyrights/Data Rights
   Subrecipient 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 Subaward Agreement solely for the purpose of and only to the extent required to meet Prime Recipient's obligations to the Federal Government under its Prime Award.

2. Data Rights  Template Information > Copyrights/Data Rights
   Subrecipient grants to Prime Recipient 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 Prime Recipient's obligations to the Federal Government under its Prime Award.

3. Automatic Carry Forward: Yes  Template Information > Automatic Carry Forward
   Note: See NASA Attachment on page 9 for sample if No is checked.
Please note: While this Attachment 2 may be used as a tool to assist recipients and utilized as such, it is no longer part of our Agency Specific Terms & Conditions in use on all awards made after Oct. 1, 2011. On the USAMRAA website, http://www.usamraa.army.mil, you will continue to find Attachment 2, but only under the heading of awards made prior to Oct. 1, 2011.

Certifications/Assurances


General terms and conditions:

   a. The right to initiate an automatic one-time extension of the end date provided by Article 25(c)(2) is replaced by the need to obtain prior written approval from the Prime Recipient;
   b. The payment mechanism described in Article 22 and the financial reporting requirements in Article 52 of the Research Terms and Conditions and Article 9 of the Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this agreement; and
   c. Any prior approvals are to be sought from the Prime Recipient and not the Federal Awarding Agency.

2. 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.

Special terms and conditions:

1. Copyrights Subrecipient 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 Subaward Agreement solely for the purpose of and only to the extent required to meet Prime Recipient's obligations to the Federal Government under its Prime Award.

2. Data Rights Subrecipient grants to Prime Recipient 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 Prime Recipient's obligations to the Federal Government under its Prime Award.
   [Do not add a Patent or Inventions Clause. The prime award governs rights to patents and inventions. Prime Recipient cannot obtain rights in the Subrecipient's subject inventions as a part of consideration for the subaward. Should it be necessary, the Federal Government can authorize the Prime Recipient's right to practice a Subrecipient's subject invention (as well as subject data or copyrights) on behalf of the Federal Government.]

3. Automatic Carry Forward: Yes Note: See NASA Attachment on page 9 for sample if No is checked.
**Certifications/Assurances**


**General terms and conditions:**

1. The restrictions on the expenditure of federal funds in appropriations acts are applicable to this subaward to the extent those restrictions are pertinent.
2. 32 CFR Part 32 or 32 CFR Part 33 as applicable.
3. The Department of Defense Grant and Agreement Regulations, including addenda in effect as of the beginning date of the period of performance.
   a. The right to initiate an automatic one-time extension of the end date provided by Article 25(c)(2) is replaced by the need to obtain prior written approval from the Prime Recipient;
   b. The payment mechanism described in Article 22 and the financial reporting requirements in Article 52 of the Research Terms and Conditions and Article 22 of the Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this agreement; and
   c. Any prior approvals are to be sought from the Prime Recipient 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

**Special terms and conditions:**

1. Copyrights [Template Information > Copyrights/Data Rights]
   - **Subrecipient** 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 Subaward Agreement solely for the purpose of and only to the extent required to meet Prime Recipient's obligations to the Federal Government under its Prime Award.
2. Data Rights [Template Information > Copyrights/Data Rights]
   - **Subrecipient** grants to Prime Recipient 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 Prime Recipient's obligations to the Federal Government under its Prime Award. [Do not add a Patent or Inventions Clause. The prime award governs rights to patents and inventions. Prime Recipient cannot obtain rights in the Subrecipient's subject inventions as a part of consideration for the subaward. Should it be necessary, the Federal Government can authorize the Prime Recipient's right to practice a Subrecipient's subject invention (as well as subject data or copyrights) on behalf of the Federal Government.]
3. Automatic Carry Forward: **Yes** [Template Information > Automatic Carry Forward]
   - Note: See NASA Attachment on page 9 for sample if No is checked.
Certifications/Assurances


General terms and conditions:

1. The restrictions on the expenditure of federal funds in appropriations acts are applicable to this subaward to the extent those restrictions are pertinent.
2. Applicable program regulations text dated 12/31/2015.
3. DOE Financial Assistance Rules, 10 CFR Part 600, as amended.
   a. The right to initiate an automatic one-time extension of the end date provided by Article 25(c)(2) is replaced by the need to obtain prior written approval from the Prime Recipient;
   b. The payment mechanism described in Article 22 and the financial reporting requirements in Article 52 of the Research Terms and Conditions and Article 10 of the Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this agreement; and
   c. Any prior approvals are to be sought from the Prime Recipient 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.

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3. Automatic Carry Forward: No
   Carry Forward requests must be sent to Prime Recipient's - Prime Administrative Contact, as shown in Attachment 3.
Certifications/Assurances


General terms and conditions:

1. The restrictions on the expenditure of federal funds in appropriations acts are applicable to this subaward to the extent those restrictions are pertinent.
2. 40 CFR Parts 30 and 40 as applicable.
   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 Prime Recipient;
   b. The payment mechanism described in Article 22 and the financial reporting requirements in Article 52 of the Research Terms and Conditions and Articles 9 and 11 of the Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this agreement; and
   c. Any prior approvals are to be sought from the Prime Recipient and not the Federal Awarding Agency.
4. 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.

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2. Data Rights
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3. Automatic Carry Forward: Yes
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Certifications/Assurances


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3. Automatic Carry Forward: Yes  Template Information > Automatic Carry Forward
   Note: See NASA Attachment on page 9 for sample if No is checked.
Agency-Specific Certifications/Assurances


General terms and conditions

1. The restrictions on the expenditure of federal funds in appropriations acts are applicable to this subaward to the extent those restrictions are pertinent.
2. 7 CFR Part 3015, 3017, 3018 and 3019.
   a. The right to initiate an automatic one-time extension of the end date provided by Article 25 (c)(2) is replaced by the need to obtain prior written approval from the Prime Recipient;
   b. The payment mechanism described in Article 22 and the financial reporting requirements in Article 52 of the Research Terms and Conditions and Article 10 of the Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this agreement; and
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   Note: See NASA Attachment on page 9 for sample if No is checked.