

# Research Subaward Agreement

Institution/Organization ("Prime Recipient") <b>University of Alaska Fairbanks</b>  Prime Award No.: <input style="width: 100%;" type="text"/>  Awarding Agency: Army Research Office	Institution/Organization ("Subrecipient") Name: <input style="width: 100%;" type="text"/> Subaward No.: <input style="width: 50%;" type="text"/> CFDA #: <input style="width: 50%;" type="text"/> Amount Funded This Action: <input style="width: 50%;" type="text"/> Est. Total (if incrementally funded): <input style="width: 50%;" type="text"/>
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	CFDA Title <input style="width: 100%;" type="text"/>
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Subaward Period of Performance: Budget Period: From: <input style="width: 50%;" type="text"/> To: <input style="width: 50%;" type="text"/>	Estimated Project Period (if incrementally funded): From: <input style="width: 50%;" type="text"/> To: <input style="width: 50%;" type="text"/>
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Project Title:

Reporting Requirements (Check here if applicable):  See Attachment 4)  FFATA (Attachment 3B)  ARRA Funds (Attachment 4A)

### Terms & Conditions

- 1) Prime Recipient hereby awards a cost reimbursable subaward, as described above, to Subrecipient. The statement of work and budget for this subaward are (check one);  As specified in Subrecipient's proposal dated \_\_\_\_\_; or  as shown in Attachment 5. In its performance of the subaward work, Subrecipient shall be an independent entity and not an employee or agent of Prime Recipient.
- 2) Prime Recipient 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 to truth and accuracy of invoice. *Invoices that do not reference Prime Recipient's Subaward Number shall be returned to Subrecipient.* Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Administrative contact as shown in Attachments 3A & 3B.
- 3) A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to Prime Recipient's Administrative Contact, as shown in Attachments 3A and 3B, NOT LATER THAN sixty (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. Prime recipient reserves the right to reject an invoice.
- 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 Authorized Official 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 & 3B.
- 7) Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or director's, to the extent allowed by law.
- 8) Either party may terminate this subaward with thirty days written notice to the appropriate party's Authorized Official Contact as shown in Attachments 3A & 3B. Prime Recipient shall pay Subrecipient for termination costs as allowable under OMB Circular A-21 or A-122 or 45 CFR Part 74 Appendix E, "Principles for Determining Costs Applicable to Research and Development under Grants and Contracts with Hospitals" as applicable.
- 9) No-cost extensions require the approval of the Prime Recipient. Any requests for a no-cost extension should be addressed to and received by the Authorized Official Contact, as shown in Attachments 3A & 3B, not less than thirty (30) 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 and other special terms and conditions, as identified in Attachment 2.
- 11) By signing below Subrecipient makes the certifications and assurances shown in Attachments 1 and 2. Subrecipient also assures that it will comply with applicable statutory and regulatory requirements specified in the Research Terms & Conditions Appendix C found at [http://nsf.gov/bfa/dias/policy/rtc/appc\\_june11.pdf](http://nsf.gov/bfa/dias/policy/rtc/appc_june11.pdf).

By an Authorized Official of Prime Recipient  <hr style="width: 100%;"/> Deborah A. Moore, C.P.M., Assoc Director, Procurement and Research Services	By an Authorized Official of Subrecipient  <hr style="width: 100%;"/> Name & Title
_____ Date	_____ Date

# 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 Prime Recipient.

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.

#### OMB Circular A-133 Assurance

Subrecipient assures Prime Recipient that it complies with A-133 and that it will notify Prime Recipient of completion of required audits and of any adverse findings which impact this subaward.

**Attachment 2**  
**Research Subaward Agreement**  
**Prime Award Terms & Conditions**  
**Army Research Office**

**Certifications/Assurances**

1. By signing this Research Subaward Agreement Subrecipient makes the certifications and assurances specified in the Research Terms and Conditions Appendix C found at <http://www.nsf.gov/bfa/dias/policy/rte/appc.pdf>

**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.
4. Research Terms and Conditions found at < <http://www.nsf.gov/bfa/dias/policy/rte/terms.pdf>> and Agency Specific Requirements found at [http://www.nsf.gov/pubs/policydocs/rte/aro\\_609.pdf](http://www.nsf.gov/pubs/policydocs/rte/aro_609.pdf), except for the following:
  - 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  
Subrecipient X grants / \_\_\_ shall grant (check one) 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 Subrecipients'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:  Yes  No  
(If No, Carry Forward requests must be sent to Prime Recipient's Authorized Official, as shown in Attachment 3).

Attachment 3A  
Research Subaward Agreement

Subaward Number:

**Prime Recipient Contacts**

Institution/Organization ("Prime Recipient")

Name: University of Alaska Fairbanks

Address: Procurement & Contract Services

PO Box 757940

City: Fairbanks

State: Alaska

ZipCode: 99775-7940

Administrative Contact

Name:

Address: University of Alaska Fairbanks

City:  State:  ZipCode:

Telephone:  Fax:

Email:

Principal Investigator

Name:

Address: University of Alaska Fairbanks

City:  State:  ZipCode:

Telephone:  Fax:

Email:

Financial Contact

Name: Rosemary Madnick

Address: University of Alaska Fairbanks

Office of Grants & Contracts Administration

PO Box 757880

City: Fairbanks

State: Alaska

ZipCode: 99775-7880

Telephone: 907-474-6446

Fax: 907-474-5506

Email: rmadnick@alaska.edu

Authorized Official

Name: Deborah A. Moore, C.P.M., Assoc Director, Procurement and Research Services

Address: University of Alaska Fairbanks

Procurement & Contract Services

PO Box 757940

City: Fairbanks

State: Alaska

ZipCode: 99775-7940

Telephone: 907-474-6480

Fax: 907-474-7720

Email: deb.moore@alaska.edu

Attachment 3B - Research Subaward Agreement

Subaward Number:

Institution/Organization ("Subrecipient")

Subrecipient Contacts

Name:

Address:

City:  State:  ZipCode + 4:

EIN No.:  Institution Type:

Is the Performance Site the Same Address as Above?  Yes  No

If no, is the Performance Site the same as PI address below?  Yes  No

If no to both questions, please complete 3B page 2 (if ARRA funding use Attachment 4A).

Subrecipient currently registered in CCR?  Yes  No

DUNS No.:

Parent DUNS No.:

Is Subrecipient exempt from reporting compensation?  Yes  No

Congressional District:

Congressional District:

If no, please complete 3B page 2 (if ARRA funding use Attachment 4A).

Administrative Contact

Name:

Address:

City:  State:  ZipCode:

Telephone:  Fax:

Email:

Principal Investigator

Name:

Address:

City:  State:  ZipCode:

Telephone:  Fax:

Email:

Financial Contact

Name:

Address:

City:  State:  ZipCode:

Telephone:  Fax:

Email:

Authorized Official

Name:

Address:

City:  State:  ZipCode:

Telephone:  Fax:

Email:

Attachment 3B - Research Subaward Agreement  
Page 2 - Place of Performance & Highest Compensated Officers

Subaward Number:

Institution/Organization ("Subrecipient")

Name:

Place of Performance

Name:

Address:

City:  State:  ZipCode + 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?  Yes  No If no, complete the information below.

Officer 1 Name

Officer 1 Compensation

Officer 2 Name

Officer 2 Compensation

Officer 3 Name

Officer 3 Compensation

Officer 4 Name

Officer 4 Compensation

Officer 5 Name

Officer 5 Compensation

Attachment 4  
Research Subaward Agreement  
Reporting Requirements

Enter specifics regarding the type of reports(s), number of copies, formatting requirements, frequency and submittal instructions.

Attachment 5  
Research Subaward Agreement  
Scope of Work and Budget

Scope of Work and Budget ( attached  pages)