

## FDP SUBAWARD MODEL AGREEMENT

<ISU will soon be using this format when possible>

### Federal Demonstration Partnership (FDP)

Platform for Government-University Discussions

Mechanism for Streamlining Govt-Univ Processes

Test-bed for Demonstration projects

Establish Acceptable Legal Basis for Collaborations

### SUBAWARDS

A model agreement form that can be used by any A-110 Institution issuing a subaward to another A-110 institution

Agreement designed for federal grants (not cooperative agreements – but can modify)

Approved and endorsed by the White House office of Science & Technology Policy and the Office of Management and Budget

### The Model Subaward is a result of FDP Subaward Task Force

Simplify University to University agreements

Eliminate Redundancy

### Key Elements of Subaward (top section)

Identify:

- Name of Parties
- Prime & Subaward numbers
- Awarding Agency
- CFDA Number
- Period of Performance
- Amount
- Project title
- Non Financial Reporting Requirements (technical)

### Terms & Conditions (middle)

1. Award Identification
2. Financial Terms
3. Final Financial Report
4. Payments Provisional (if audit finding)
- 5 & 6. Changes
- 5 – technical (contact project director – shown in Attach #3)
- 6 – contractual (contact admin. contact – shown in Attach #3)
7. Responsibility (mutual indemnification)
8. Termination
9. Extensions
- 10 & 11. Special Terms
- (10 – Collaborator subject to prime award)
- (11 – certifications shown in Attach #1)

### Signatures (at bottom of page)

Attachment 1 – Certifications: Lobbying, debarment, A133  
(may add more as needed: e.g. HIPAA, compliance issues that need to be addressed)

Attachment 2 – Agency specific terms & conditions & special provisions  
Agency samples:

- AFOSR
- AMRMC
- ARO
- DOE
- EPA
- NASA
- NIH (attached in handout)
- NSF (attached in handout)
- ONR
- USDA (attached in handout)
- USDE (Education)

Attachment 2

Also contains Optional IP clause & Data Rights Clause

Attachment 3 – Corresponding parties (Administrative, Project Director, Financial,  
Authorized Official)

Attachment 4 – Technical Reporting Requirements

Attachment 5 – Sub statement of work and budget

## 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 [Check here if applicable:  See Attachment 4]

### Terms and Conditions

- 1) University hereby awards a cost reimbursable subaward, as described above, to Collaborator. The statement of work and budget for this subaward are (check one):      as specified in Collaborator's proposal dated      ; or      as 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 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. *Invoices that do not reference University's subaward number shall be returned to Collaborator.* 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 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 OMB Circular A-21 or A-122, as applicable.
- 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 and other special terms and conditions, as identified in Attachment 2.
- 11) By signing below Collaborator makes the certifications and assurances shown in Attachments 1 and 2.

By an Authorized Official of UNIVERSITY:  _____ <div style="text-align: center;">Date</div>	By an Authorized Official of COLLABORATOR:  _____ <div style="text-align: center;">Date</div>
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**Attachment 1  
Subaward Agreement**

By signing the Subaward Agreement, the authorized official of COLLABORATOR 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 Collaborator, 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 Collaborator shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the University.
- 3) The Collaborator 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**

Collaborator 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**

Collaborator assures University that it complies with A-133 and that it will notify UNIVERSITY of completion of required audits and of any adverse findings, which impact this subaward.

**Attachment 2**  
**Subaward Agreement**  
**NIH**

**Agency-Specific Certifications/Assurances**

1. The following assurances/certifications are made and verified by Collaborator's Authorized Official on the face page of this Subaward. Descriptions of individual assurances/certifications are provided in Section III of the PHS 398. 1) Human Subjects; 2) Research Using Human Embryonic Stem Cells; 3) Research on Transplantation of Human Fetal Tissue; 4) Women and Minority Inclusion Policy; 5) Inclusion of Children Policy; 6) Vertebrate Animals; 7) Debarment and Suspension; 8) Drug-Free Workplace; 9) Lobbying; 10) Non-Delinquency on Federal Debt; 11) Research Misconduct; 12) Civil Rights (Form HHS 441 or HHS 690); 13) Handicapped Individuals (Form HHS 641 or HHS 690); 14) Sex Discrimination (Form HHS 639-A or HHS 690); 15) Age Discrimination (Form HHS 680 or HHS 690); 16) Recombinant DNA and Human Gene Transfer Research; 17) Financial Conflict of Interest; 18) Smoke Free Workplace; 19) Prohibited Research; 20) Select Agent Research; 21) PI Assurance.

**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. 45 CFR Part 74 or 45 CFR Part 92 as applicable. [This is the CFR governing NIH.]
3. 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 are replaced with Reporting Requirements and Terms and Conditions on the front page of this agreement.
4. ~~(Note to negotiator: This paragraph applies only if prime grant was awarded under expanded authorities.)~~ Expanded Authorities apply, except for the right to initiate an automatic one-time extension of the end date, which is replaced by the need to obtain prior written approval from the University. Any prior approvals are to be sought from the University and not the Federal Awarding Agency.
5. 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.
6. 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.

**Special terms and conditions:**

1. Copyrights

Collaborator grants to University 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 University's obligations to the Federal Government under its Prime Award.

2. Data Rights

Collaborator grants to University 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 University's obligations to the Federal Government under its Prime Award.

**Attachment 2**  
**Subaward Agreement**  
**NSF**

**Certifications/Assurances**

1. By signing this Subaward, the Collaborator's Authorized Official on the face page of this Subaward is providing the Drug-Free Work Place Certification contained in Appendix A of the Grant Proposal Guide, NSF 02-2; the Debarment and Suspension Certification contained in Appendix B of the Grant Proposal Guide, NSF 02-2; Certification Regarding Lobbying contained in Chapter II, Section C of the Grant Proposal Guide, NSF 02-2 (applicable if Subaward exceeds \$100,000). In addition, if Collaborator employs more than fifty person, the authorized Collaborator official certifies by signing this Subaward that Collaborator has implemented a written and enforced conflict of interest policy that is consistent with the provisions of the Grant Policy Manual Section 510. Conflicts which cannot be satisfactorily managed, reduced or eliminated must be disclosed, via University's Authorized Official, to NSF.

**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. OMB Circular A-110 or 45 CFR Part 602 as applicable.
3. The NSF Grant Policy Manual, including addenda, in effect as of the beginning date of the period of performance.
4. ~~(Note to Negotiator: Use appropriately modified award conditions, i.e. include CA-1 for Cooperative Agreements)~~ NSF Grant General Conditions (GC-1), 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](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.
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 6 of the GC-1.

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

1. Copyrights

Collaborator \_\_\_ grants / \_\_\_ shall grant (check one) to University 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 University's obligations to the Federal Government under its Prime Award.

2. Data Rights

Collaborator grants to University 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 University's obligations to the Federal Government under its Prime Award.

[Do not add a Patent or Inventions Clause. The prime grant governs rights to patents and inventions. Prime grantee cannot obtain rights in the subgrantee's subject inventions as a part of consideration for the subaward. Should it be necessary, the Federal Government can authorize the prime grantee's right to practice a subgrantee's subject invention (as well as subject data or copyrights) on behalf of the Federal Government.]

**Attachment 2**  
**Subaward Agreement**  
**USDA**

**Certifications/Assurances:**

1. As a condition of this Subaward, the Collaborator assures and certifies that it is in compliance with and will comply in the course of this Subaward with all applicable laws, regulations, Executive Orders and other generally applicable requirements, including those set out in 7 CFR 3015.205(b), which hereby are incorporated in this Subaward by reference. In addition, the following assurances/certifications are made and verified by the official signing for Collaborator on the face page of this Subaward. 1) 7 CFR 3018 (Lobbying); 2) 7 CFR 3017.600 (Drug-Free Workplace).

**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.
3. General Terms and Conditions A dated April 1, 2001 except for the following:
  - a. The right to initiate a no cost-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 7 and the financial reporting requirements in Article 8 are replaced with Terms and Conditions (1) through (4) of this agreement; and
  - c. Any prior approvals are to be sought from the University and not the Federal Awarding Agency.
4. Title to equipment costing \$5,000 or more and acquired by the collaborator with funds provided under this award shall vest in the collaborator. When the equipment is no longer needed by the collaborator and the per unit fair market value is less than \$5,000, the collaborator may retain, sell, or dispose of the equipment with no further obligation to the University. If, on the other hand, the per unit fair market value is \$5,000 or more, then the collaborator must submit a written request to the University for disposition instructions.

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

1. Copyrights

Collaborator  grants /  shall grant (check one) to University 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 University's obligations to the Federal Government under its Prime Award.

2. Data Rights

Collaborator grants to University 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 University's obligations to the Federal Government under its Prime Award.

[Do not add a Patent or Inventions Clause. The prime grant governs rights to patents and inventions. Prime grantee cannot obtain rights in the subgrantee's subject inventions as a part of consideration for the subaward. Should it be necessary, the Federal Government can authorize the prime grantee's right to practice a subgrantee's subject invention (as well as subject data or copyrights) on behalf of the Federal Government.]

**Attachment 3  
Subaward Agreement**

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



**ATTACHMENT 4  
SUBAWARD AGREEMENT**

**Reporting Requirements**

[Enter specifics]