

Subaward Number

Attachment 2
Research Subaward Agreement
Federal Award Terms and Conditions

Sponsor Agency

- NIH
- NSF
- USDA
- EPA
- NASA
- AFOSR
- ARO
- ONR
- AMRMC
- AMRAA
- Other Agency

Clear Sponsor Selection

Required Data Elements

The data elements required by Uniform Guidance are incorporated as follows:
(Select One)

- Copy of Award Notice
- As Entered

Federal Award Issue Date	FAIN	CFDA No.
CFDA Title		

Agency-Specific Certifications/Assurances

By signing this Research Subaward Agreement, Subrecipient makes the certifications and assurances required by Uniform Guidance: 2 CFR 200 et seq.

General Terms and Conditions

1. Conditions on activities and restrictions on expenditure of federal funds in appropriations acts are applicable to this subaward to the extent those restrictions are pertinent. This includes any recent legislation noted on the Federal Awarding Agency's Award Conditions website:
2. 2 CFR 200 and 45 CFR Part 75.
3. The Grants Policy Statement, including addenda in effect as of the beginning date of the period of performance or as amended found at:
4. Interim Research Terms and Conditions found at:
and Agency Specific Requirements found at: except for the following:
 - a. If applicable, the right to initiate an automatic one-time extension of the end date is replaced by the need to obtain prior written approval from the Pass-through Entity;
 - b. Any payment mechanisms and financial reporting requirements described in the applicable Agency Terms and Conditions and 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 Pass-through Entity 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 2 CFR 200.313 of the Uniform Guidance.
6. Treatment of Program Income:
 - Additive
 - Other, Pass-through Entity specify:

[NIH Only] Multiple PIs (MPIs) If the Federal Award includes MPIs

- This is not an MPI award
- This is an MPI award. Both parties will follow the finalized MPI Leadership Plan, and:

Special Terms and Conditions:

Copyrights (Select One)

- Subrecipient Grants
- Subrecipient Shall Grant

to Pass-through Entity 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 Pass-through Entity's obligations to the Federal Government under its Prime Award.

Data Rights

Subrecipient grants to Pass-through Entity 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 Pass-through Entity's obligations to the Federal Government under its Prime Award.

Automatic Carryforward (Select One)

- Yes
- No (Select carryforward contact below)

Contact for carryforward request (If carryforward is restricted, requests for carryforward must be sent to Pass-Through Entity's contact below, details in Attachment 3)

Work Involving Human or Animal Subjects (Select Applicable Options)

- Human Subjects Animal Subjects No Human or Animal Subjects

Subrecipient agrees that any non-exempt human and/or animal subjects research protocol conducted under this Agreement shall be reviewed and approved by its Institutional Review Board (IRB) and/or its Institutional Animal Care and Use Committee (IACUC), as applicable and that it will maintain current and duly approved research protocols for all periods of the Agreement involving human and/or animal subjects research. Subrecipient certifies that its IRB and/or IACUC are in full compliance with applicable state and federal laws and regulations. The Subrecipient certifies that any submitted IRB / IACUC approval represents a valid, approved protocol that is entirely consistent with the Project associated with this subaward. In no event shall Subrecipient invoice or be reimbursed for any human or animal subjects related expenses incurred in a period where any applicable IRB / IACUC approval is not properly in place.

Human Subjects Data
(Select One)

Human Subjects Data will be exchanged under this Agreement
(check all that apply):

The PTE will set forth the terms of the exchange of human subjects
data (Select One):

- | | | |
|---|---|--|
| <input type="checkbox"/> Not Applicable | <input type="checkbox"/> From Subrecipient to PTE | <input type="checkbox"/> In the Additional Terms section below |
| <input type="checkbox"/> Applicable | <input type="checkbox"/> From PTE to Subrecipient | <input type="checkbox"/> Via a separate Data Use Agreement |

Promoting Objectivity in Research Applicable to Subrecipients (Financial Conflicts of Interest): Subrecipient must designate herein which entity's financial conflicts of interest policy will apply (Select One):

- PTE Subrecipient

If applying its own financial conflicts of interest policy, by execution of this Subaward Agreement, Subrecipient Institution certifies that its policy complies with the requirements of the relevant Federal Awarding Agency as identified herein:

Other Sponsor Agency:

Subrecipient shall report any financial conflict of interest to PTE's Administrative Representative, as designated on Attachment 3A. Any financial conflicts of interest identified shall, when applicable, subsequently be reported to Federal Awarding Agency. 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.

Data Sharing and Public Access Policy:

(Check if Applicable)

- Subrecipient agrees to comply with the Federal Award Agency's data sharing and public access policy requirements and the Data Management/Sharing Plan submitted to the Federal Awarding Agency and incorporated herein as Attachment [redacted].

Pilot Program for Enhancement of Contractor Employee Protections (48 CFR 3.9080):

Subrecipient is hereby notified that they are required to: inform their employees working on any Federal award that they are subject to the whistleblower rights and remedies of the pilot program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

Additional Terms (as required by the Federal Award or to cover Human Subjects Data):