**Attachment 2**

**Research Subaward Agreement**

**Prime Award Terms and Conditions**

**NIH**

## **Agency-Specific Certifications/Assurances**

1. By signing this Research Subaward Agreement Subrecipient makes the certifications and assurances specified in the Research Terms and Conditions Subchapter D found at: (RESERVED)

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

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 NIH Award Conditions website: <http://grants.nih.gov/grants/guide/notice-files/NOT-OD-15-065.html>

2. 45 CFR Part 75.

3. The [NIH Grants Policy Statement](http://grants.nih.gov/grants/policy/policy.htm#gps), including addenda in effect as of the beginning date of the period of performance.

4. Interim Research Terms and Conditions found at: <http://grants.nih.gov/grants/policy/NIH%20Interim%20Grant%20General%20Conditions.pdf> and Agency Specific Requirements found at <http://grants.nih.gov/grants/guide/notice-files/NOT-OD-15-065.html> , except for the following:

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 Pass-through Entity;

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 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 Article 34(a) of the Research Terms and Conditions.

6. Treatment of Program Income:  Additive  Other, Pass-through Entity specify alternative from NIH Agreement

**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's Investigators*.”

**Subrecipient must designate herein whether the financial conflicts of interest policy of ­­­­\_\_\_\_\_\_\_ Pass-through Entity 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.**

1. **Subrecipient shall report any financial conflict of interest to Pass-through Entity’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.**

**Special terms and conditions:**

***[WHILE SPECIAL TERMS AND CONDITIONS MAY NOT BE REQUIRED BY THE FUNDING AGENCY, Institutions may include the following 3 clauses. These clauses are optional and may deleted if not applicable.]***

***1. Copyrights***

***Subrecipient \_\_\_ grants / \_\_\_ shall grant (check one) 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.***

***2. 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.***

***[Do not add a Patent or Inventions Clause. The prime award governs rights to patents and inventions. Pass-through Entity 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 Pass-through Entity’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 Pass-through Entity’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_ contact, as shown in Attachment 3)***

***[Should additional special terms and conditions be mandated by local policies and procedures, they may be added at this point. Additional terms and conditions should be strictly limited to those absolutely required. Please do not include indemnification, insurance, or law and venue clauses, as public institutions can never accept these conditions.]***

***4. In accordance with 48 CFR 3.908 Pilot Program for Enhancement of Contractor Employee Protections. Subrecipient is hereby notified that they are required to:***

1. ***Inform their employees working on any Federal award that they are subject to the whistleblower rights and remedies of the pilot program;***
2. ***Inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and;***
3. ***Contractors and grantees will include such requirements in any agreement made with a subcontractor or subgrantee***