**Attachment 2**

**Research Subaward Agreement**

**Federal Award Terms and Conditions**

**NSF**

**Copy of Award Notice (attached**       **pages)**

**Certifications/Assurances**

1. By signing this Research Subaward Agreement Subrecipient makes the certifications and assurances specified in the NSF Grant General Conditions (GC-1), dated December 26, 2014, **Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (Uniform Guidance), 2 CFR § 200,** and Research Terms and Conditions (RESERVED)

**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. NSF Grant General Conditions (GC-1), dated December 26, 2014, available at <http://www.nsf.gov/awards/managing/general_conditions.jsp> .

3. **Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (Uniform Guidance), 2 CFR § 200** as applicable.

4. The Proposal and Award Policies and Procedures Guide, including addenda in effect as of the beginning date of the period of performance.

5. Research Terms and Conditions (RESERVED) and NSF Grant General Conditions (GC-1), dated December 26, 2014

available at <http://www.nsf.gov/awards/managing/general_conditions.jsp>, except for the following:

a. The right to initiate an automatic one-time extension of the end date provided by Article 4(a) is replaced by the need to obtain prior written approval from the Pass-Through Entity;

b. The payment mechanism described in Article 13 and the financial reporting requirements in Article 13 are replaced with Terms and Conditions (1) through (4) of this agreement; and

c. Any prior approvals are to be sought from the Pass-Through Entity and not the Federal Awarding Agency.

6. 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 6, 6(a) and 6(c) of the NSF Grant General Conditions. Title to equipment purchased or acquired with NSF grant funds by a small business or other for-profit organization will vest in the Government, subject to the conditions specified in Article 6, 6(b) and 6(c) of the NSF Grant General Conditions.

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**NSF-Specific Requirements - Conflict of Interest Policies**

**Subrecipient Organization must designate herein whether conflict of interest policy of**      **Pass-Through Entity Organization or the**      **Subrecipient Organization (check one) will apply to the research covered under this agreement.**

If applying its own conflict of interest policy, Subrecipient Organization certifies that, consistent with the provisions of NSF 15-1, Proposal & Award Policies & Procedures Guide, dated December 26, 2014, it has a documented, active, current, and enforced policy on conflict of interest; that all financial disclosures required by the conflict of interest policy have been made; and that conflicts of interest, if any, were, or prior to the organization’s expenditure of any funds under the award, will be, satisfactorily managed, reduced or eliminated in accordance with the Subrecipient Organization’s conflict of interest policy.  **Conflicts of interest that cannot be satisfactorily managed, reduced or eliminated must be reported to Pass-Through Entity Organization within 30 days of the Subrecipient Organization’s determination.**

**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-Though 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. PTE 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 PTE’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       contact, as shown in Attachment 3A)

**[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. This Subaward is subject to the terms of **NSF Grant General Conditions (GC-1) dated December 26, 2014**, available at <http://www.nsf.gov/awards/managing/general_conditions.jsp> including, Article **41. Whistleblower Protection** 41 U.S.C. § 4712, as amended by P.L. 112-239, providing protection for whistleblowers.