

FDP Cost Reimbursement Foreign Research Subaward Agreement

Federal Awarding Agency:

Pass-Through Entity (PTE):

Subrecipient:

PTE PI:

Sub PI:

PTE Federal Award No:

Subaward No:

Project Title:

Subaward Period of Performance (Budget Period):

Start: End:

Amount Funded This Action (USD): \$

Estimated Project Period (if incrementally funded):

Start: End:

Incrementally Estimated Total (USD): \$

Terms and Conditions

1. PTE hereby awards a cost reimbursable Subaward, as described above, to Subrecipient. The Statement of Work and budget for this Subaward are as shown in Attachment 5. In its performance of Subaward work, Subrecipient shall be an independent entity and not an employee or agent of PTE. No Party has the authority to bind any other Party in contract or to incur any debts or obligations on behalf of any other Party, and no Party (including an employee or other representative of such Party) shall take any action that attempts or purports to bind any other Party in contract or to incur any debt or obligations on behalf of any other Party, without the affected party's prior written approval.
2. Subrecipient shall submit invoices for allowable costs incurred. All invoices shall be submitted using PTE's standard invoice shown in Attachment 6, and shall include current and cumulative costs (including cost sharing information if applicable), Subaward number, and certification, as required in 2 CFR 200.415 (a). Invoices that do not reference PTE Subaward number shall be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments shall be directed to the party's Contact, shown in Attachment 3A. Expenditures of Subrecipient shall conform to budget in Attachment 5. All payments will be in U.S. Dollars.
3. A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to PTE's Contact, as shown in Attachment 3A, NO LATER THAN 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. Upon the receipt of proper invoices, the PTE agrees to process payments in accordance with this Subaward and 2 CFR 200.305.
5. Matters concerning the technical performance of this Subaward Agreement shall be directed to the appropriate party's Principal Investigator as shown in Attachments 3A and 3B. Technical reports are required as shown in Attachment 4: "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, shall be directed to the appropriate party's Contact, as shown in Attachments 3A and 3B. Any such change made to this Subaward requires the written approval of each party's Authorized Official, as shown in Attachments 3A and 3B.
7. The PTE may issue non-substantive changes (defined as: documentation of prior approvals, addition of non-competing continuation budget periods / funds and no cost extensions) to the Period of Performance and budget . Unilateral modifications shall be considered valid 14 days after receipt, unless otherwise indicated by Subrecipient. Requests for No Cost Extensions are as shown in Attachment 2.
8. 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.
9. Either Party may terminate this Subaward Agreement with 30 days written notice to the appropriate Party's Contact, as shown in Attachments 3A and 3B. PTE shall pay Subrecipient for termination costs as allowable under Uniform Guidance, 2 CFR 200, or 45 CFR Part 75 Appendix IX, "Principles for Determining Costs Applicable to Research & Development under Grants and Contracts with Hospitals" as applicable.
10. No Party shall be in default by reason of any failure in performance of this Subaward if such failure arises, directly or indirectly, out of causes reasonably beyond the direct control or foreseeability of such Party, including but not limited to, acts of God or of the public enemy, U.S. or foreign governmental acts in either a sovereign or contractual capacity, labor, fire, flood, epidemic and strikes.
11. By signing this Subaward, including the attachments hereto which are hereby incorporated by reference, Subrecipient certifies that it will perform the Statement of Work in accordance with the terms and conditions of this Subaward and the applicable terms of the Federal Award, including the appropriate Research Terms and Conditions ("RTCs") of the Federal Awarding Agency, as referenced in Attachment 2. The parties further agree that they intend this Subaward to comply with all applicable laws, regulations and requirements.

By an Authorized Official of Pass-through Entity:

By an Authorized Official of Subrecipient:

Name:

Date

Title:

Name:

Date

Title:

Attachment 1

Certifications and Assurances

Subaward Number:

By signing the Subaward, the Authorized Official of Subrecipient certifies, to the best of his/her knowledge and belief, that:

Certification Regarding Lobbying (2 CFR 200.450)

No U.S. 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 U.S. Federal contract, the making of any U.S. Federal grant, the making of any U.S. Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any U.S. Federal contract, grant, loan, or cooperative agreement.

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 PTE.

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 31 U.S.C. 1352. 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 (2 CFR 200.213 and 2 CFR 180)

All foreign institutions and international organizations, except for foreign governments or governmental entities, public international organizations, or foreign-government-owned or -controlled entities (in whole or in part) are subject to the Debarment, Suspension and Other Responsibility Matters.

Subrecipient certifies by signing this Subaward 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 U.S. Federal Department or Agency.

Or

Subrecipient is either a foreign government or governmental entity, public international organization, or foreign-government-owned or -controlled entity (in whole or in part); and it IS NOT subject to the debarment or suspension certification requirement or to debarment or suspension under 45 CFR Part 75.

Audit and Access to Records

Subrecipient certifies by signing this Subaward that it complies with the Uniform Guidance, will provide notice of the completion of required audits and any adverse findings which impact this Subaward Agreement as required by parts 200.501- 200.521, and will provide access to records as required by parts 200.336, 200.337, and 200.201 as applicable.

All financial and related documentation, including but not limited to financial reports, invoices, financial audits, or receipts, shall be provided to PTE in English at Subrecipient's expense.

Protecting Life in Global Health Assistance (Mexico City Policy)

Subrecipient certifies that no funds granted under this Subaward will be used to fund organizations or programs that support or participate in the management of a program of coercive abortion or involuntary sterilization. See the NOA, Attachment 2 of this Subaward and/or Federal Awarding Agency's terms and conditions for further details.

This regulation applies to the Federal Award and is flowed down to Subrecipient.

Use of Name

Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

Foreign Corrupt Practices

Subrecipient agrees to use funds in compliance with (1) the U.S. Foreign Corrupt Practices Act; (2) Subrecipient agrees that, under this Subaward, it will not offer, promise, or provide (or authorize the offer, promise, or provision of), directly or indirectly, anything of value to any government official, political party official, political candidate, or employee thereof, or to any other third party, for the purpose of obtaining or retaining business or obtaining any illegal benefit or advantage.

Export Controls

Each Party is responsible for determining whether its performance is subject to, and in compliance with, U.S. export control laws and regulations ("U.S. Export Controls"), including but not limited to the Export Administration Regulations - EAR (Department of Commerce), the International Traffic in Arms Regulations - ITAR (Department of State), the sanctions programs embodied in regulations administered by the Department of the Treasury's Office of Foreign Assets Control (OFAC), the U.S. anti-boycott laws and regulations (EAA) and U.S. anti-terrorism financing laws and regulations.

Attachment 8 of this Subaward includes additional applicable terms related to Export Controls.

The Subrecipient shall require that the language of the certifications above in this Attachment 1 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.

Attachment 2
Federal Award Terms and Conditions

Subaward Number

Required Data Elements

The data elements required by Uniform
Guidance are incorporated

Federal Award Issue Date FAIN

CFDA No.

CFDA Title

This Subaward Is:

Research & Development

Subject to FFATA

Key Personnel Per NOA

General Terms and Conditions

By signing this Subaward, Subrecipient agrees to the following:

1. To abide by the conditions on activities and restrictions on expenditure of federal funds in appropriations acts that are applicable to this Subaward to the extent those restrictions are pertinent. This includes any recent legislation noted on the Federal Awarding Agency's website:
2. 2 CFR 200
3. The Federal Awarding Agency's grants policy guidance, including addenda in effect as of the beginning date of the period of performance or as amended found at:
4. Research Terms and Conditions, including any Federal Awarding Agency's Specific Requirements found at:

except for the following :

 - a. No-cost extensions require the written approval of the PTE. Any requests for a no-cost extension shall be directed to the Contact shown in Attachment 3A, not less than prior to the desired effective date of the requested change.
 - b. Any payment mechanisms and financial reporting requirements described in the applicable Federal Awarding Agency Terms and Conditions and Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this Subaward; and
 - c. Any prior approvals are to be sought from the PTE and not the Federal Awarding Agency.
 - d. Title to equipment as defined in 2 CFR 200.33 that is purchased or fabricated with research funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall vest in the Subrecipient subject to the conditions specified in 2 CFR 200.313.
 - e. Prior approval must be sought for a change in Subrecipient PI or change in Key Personnel (defined as listed on the NOA).
5. Treatment of program income:

Special Terms and Conditions:

Copyrights:

to PTE 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 solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Subrecipient grants to PTE the right to use any written progress reports and deliverables created under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its Federal Award.

Data Rights:

Subrecipient grants to PTE the right to use data created in the performance of this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Data Sharing and Access (Check if applicable):

Subrecipient agrees to comply with the Federal Awarding Agency's data sharing and access requirements as reflected in the NOA (or in the special terms below) and the Data Management/Sharing Plan submitted to the Federal Awarding Agency and

Governing Language:

In the event that a translation of this Subaward is prepared and signed by the parties, and a conflict arises between the English version and other language version, this English language version shall be the official version and shall govern and control.

Governing Law:

The Parties acknowledge that PTE is subject to the laws of the United States. The parties hereby agree that nothing in this Subaward or any of its attachments or references shall be deemed to require either Party to breach any mandatory statutory law under which each Party is operating.

Patents:

Pursuant to Public Law 96-517, as amended by Public law 98-620, title to any invention or discovery made or conceived under this Subaward shall vest in the Subrecipient. Subrecipient shall promptly notify PTE as shown in Attachment 4 hereto.

Subrecipient hereby grants to PTE a royalty-free, non-exclusive license for research purposes to any Subrecipient invention or discovery under this Subaward.

Second Tier Subawards:

Subrecipient may not issue any subawards under this Subaward without the express prior written consent of PTE. In the event that such consent is granted, all assurances, certifications, and terms included in this Subaward shall be flowed down to the second tier subaward.

Disputes:

The Parties shall attempt to resolve disputes through good faith negotiations. Any dispute arising under, or related to, this Subaward shall be resolved to the maximum possible extent through informal dispute resolution. Unresolved issues shall be arbitrated in accordance with the International Arbitration Rules of the American Arbitration Association.
Arbitration Association.

Promoting Objectivity in Research (COI):

Subrecipient must designate herein which entity's Financial Conflicts of Interest policy (COI) will apply:

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

Subrecipient shall report any financial conflict of interest to PTE's Administrative Representative or COI contact, 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 and within 45 days of any subsequently identified COI.

Work Involving Human or Vertebrate Animals (Select Applicable Options)

No Human or Vertebrate Animals

Human Subjects Data (Select One)

Additional Terms

Attachment 3A
Pass-Through Entity (PTE) Contacts

Subaward Number:

PTE Information

Entity DUNS Name:

Legal Address:

Website:

PTE Contacts

Central Email:

Principal Investigator Name:

Email:

Telephone Number:

Administrative Contact Name:

Email:

Telephone Number:

COI Contact email (if different to above):

Financial Contact Name:

Email:

Telephone Number:

Email invoices? Yes No Invoice email (if different):

Authorized Official Name:

Email:

Telephone Number:

PI Address:

Administrative Address:

Invoice Address:

Attachment 3B

Subrecipient Contacts

Subaward Number:

Subrecipient Information for [FFATA](#) reporting

Entity's DUNS Name:

EIN No.:

Institution Type:

DUNS:

Currently registered in SAM.gov: Yes No

Exempt from reporting executive compensation: Yes No *(if no, complete 3Bpg2)*

Parent DUNS:

This section for U.S. Entities: Zip Code [Look-up](#)

Place of Performance Address

Congressional District: Zip Code+4:

Subrecipient Contacts

Central Email:

Website:

Principal Investigator Name:

Email:

Telephone Number:

Administrative Contact Name:

Email:

Telephone Number:

Financial Contact Name:

Email:

Telephone Number:

Invoice Email:

Authorized Official Name:

Email:

Telephone Number:

Legal Address:

Administrative Address:

Payment Address:

Attachment 3B-2
Highest Compensated Officers

Subaward Number:

Subrecipient:

Institution Name:

PI Name:

Highest Compensated Officers

The names and total compensation of the five most highly compensated officers of the entity(ies) must be listed if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this 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. See FFATA § 2(b)(1) Internal Revenue Code of 1986.

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
Reporting and Prior Approval Terms

Subaward Number:

Subrecipient agrees to submit the following reports (PTE contacts are identified in Attachment 3A):

Technical Reports:

Monthly technical/progress reports will be submitted to the PTE's _____ within _____ days of the end of the month.

Quarterly technical/progress reports will be submitted within 30 days after the end of each project quarter to the PTE's _____

Annual technical / progress reports will be submitted _____ days prior to the end of each budget period to the PTE's _____. Such report shall also include a detailed budget for the next Budget Period, updated other support for key personnel, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval, if applicable.

A Final technical/progress report will be submitted to the PTE's _____ within _____ days of the end of the Project Period or after termination of this award, whichever comes first.

Technical/progress reports on the project as may be required by PTE's _____ in order for the PTE to satisfy its reporting obligations to the Federal Awarding Agency.

Prior Approvals:

Carryover:

Other Reports:

In accordance with 37 CFR 401.14, Subrecipient agrees to notify PTE's _____ days after Subrecipient's inventor discloses invention(s) in writing to Subrecipient's personnel responsible for patent matters. The Subrecipient will submit a final invention report using Federal Awarding Agency specific forms to the PTE's _____ within 60 days of the end of the Project Period to be included as part of the PTE's final invention report to the Federal Awarding Agency.

A negative report is required:

Property Inventory Report (only when required by Federal Awarding Agency), specific requirements below.

Each invoice must be accompanied by a brief technical report, and: (i) be sequentially numbered; (ii) indicate the date(s) of performance by the Subrecipient; (iii) state the Purchase Order number, the title of the project and the name of the PTE Principal Investigator; (iv) itemize costs in detail, in accordance with the Subaward budget; (v) include both current costs and cumulative costs; (vi) include the Subrecipient certification, with authorized official's signature, that costs are appropriate and accurate and that payment has not yet been received; and (vii)) be supported by a general ledger report originating directly from the Subrecipient's financial record keeping system. PTE may request supporting documentation in certain categories prior to or subsequent to approving the invoice. Supporting documentation includes, but is not limited to, travel receipts, purchase orders, invoices for services or supplies, or time records, Property Inventory Report; frequency, type, and submission instructions listed here and only to be used when required by PTE Federal Award.

Other Special Reporting Requirements:

Attachment 5
Statement of Work, Cost Sharing, Indirects & Budget

Subaward Number:

Statement of Work

Below Attached, pages
If award is FFATA eligible and SOW exceeds 4000 characters, include a *Subrecipient Federal Award Project Description*

Budget Information

Indirect Information Indirect Cost Rate (IDC) Applied % Rate Type:	Cost Sharing If Yes, include Amount: \$
--	---

Budget Details Below Attached, pages

Budget Totals

Direct Costs \$
Indirect Costs \$
Total Costs \$

All amounts are in United States Dollars

Invoice #:
Invoice Date:
Contract/Award#:
Federal ID #:

Start Date: End Date:

From: To:

PTE's Authorized Signature

Attachment 6, Page 2

Research Subaward

Contributions to Project

Complete only if cost share or matching is required by the Subaward.

Period Covered by this Cost Share report _____ to _____

EXPENDITURES		BUDGETED	CURRENT	CUMULATIVE
SALARIES AND WAGES				
FRINGE BENEFITS				
EQUIPMENT				
MATERIALS				
PUBLICATION COSTS				
OTHER (Specify)				
TUITION				
F&A base	%			
TOTAL CONTRIBUTIONS				

CERTIFICATION:

I certify that the funds contributed to this PTE project or projects listed above were expended, and do not and will not duplicate any requests for reimbursement of costs or services from the PTE.

Signature of Authorized Officer

Attachment 7

Notice of Award (NOA) and any additional documents

The following pages include the NOA and if applicable any additional documentation referenced throughout this Subaward.

Not incorporating the NOA or any additional documentation to this Subaward.

Attachment 8

Research Subaward

Export Controls

List any Export Controls that apply to this Subaward here. Leave this blank if not applicable.