Pass-Through Entity (PTE): Subrecipient: Sub PI: PTE Federal Award No: Project Title: Subaward Period of Performance (Budget Period): Start: End: End: Subaward Period of Performance (Budget Period): Start: End: Incrementally Estimated Total (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 determined by 2 CFR 200.330), 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. 2. Subrecipient shall submit invoices not more often than monthly and not less frequently than quarterly for allowable costs incurred. Upon the receipt of proper invoices, the PTE agrees to process payments in accordance with this Subaward and 2 CFR 200.305. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (inculding cost sharing), breakdown by major cost category. 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. 3. A final statement of countact, as shown in Attachment 3A, not later than 60 days after the The final statement of costs shall constitute Subrecipient's final financial report. 4. All payments shall be considered provisional and are 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. 5. Matters concerning the technical performance of this Subaward 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	FDP Cost Reimbursement Subaward					
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	By an A	Authorized Official of the PTE:	By an Authorized Official of the Subrecipient:			
		Date				

Attachment 1 Certifications and Assurances

Certification Regarding Lobbying (2 CFR 200.450)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief, that no 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 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 in accordance with 2 CFR 200.450.

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)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subrecipient 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, in accordance with 2 CFR 200.213 and 2 CFR 180.

Audit and Access to Records

Per 2 CFR 200.501- 200.521, Subrecipient certifies that it will provide notice of any adverse findings which impact this Subaward and will provide access to records as required by parts 2 CFR 200.336, 200.337, and 200.201 as applicable. If Subrecipient is not subject to the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and provide access to such audits upon request.

Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712)

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 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.

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.

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.

Attachment 2

Federal Award Terms and Conditions

Subaward Number

Required Data Elements

Awarding Agency Institute (If Applicable)

The data elements required by Uniform Guidance are incorporated

Federal Award Issue Date FAIN

CFDA No.

This Subaward Is:

CFDA Title

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 30 days 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:

Data Sharing and Access:

Subrecipient agrees to comply with the Federal Awarding Agency's data sharing and/or access requirements as reflected in the NOA or the Federal Awarding Agency's standard terms and conditions as referenced in General Terms and Conditions 1-4 above.

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.

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.

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)
Human Subjects Data (Gelect One)
Additional Terms

Attachment 3A

Pass-Through Entity (PTE) Contacts

PTE Information					
Entity 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

Subrecipient	Information	for F	FATA	reporting
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Payment Address:

Subrecipient Information for FFA Entity's DUNS Name:	TA reporting				
EIN No.:	Institution Type:				
DUNS:	Currently registered in SAM.gov: Yes No				
	- Fr	complete 3Bpg2)			
Parent DUNS:	This section for U.S. Entities: Zip Code Look-up Congressional District: Zip Code+4:				
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/Payment Email:					
Authorized Official Name:					
Email:	Telephone Number:				
Legal Address:					
Administrative Address:					

Attachment 3B-2

Highest Compensated Officers

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 in 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

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

Technical Re

Monthly technical/progress reports will be submitted to the PTE's within days of 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 within 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 to satisfy its reporting obligations to the Federal Awarding Agency.

in order for the PTE

Prior Approvals:

Carryover:

Other Reports:

In accordance with 37 CFR 401.14, Subrecipient agrees to notify both the Federal Awarding Agency via iEdison and PTE's within 60 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.

Additional Technical and Reporting Requirements:

Attachment 5

Statement of Work, Cost Sharing, Indirects & Budget

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 %	Cost Sharing
Rate Type:	If Yes, include Amount: \$

Budget Details Below Attached, pages

Budget Totals

Direct Costs \$

Indirect Costs \$

Total Costs \$

All amounts are in United States Dollars

Attachment 6

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.