

*FDP SUBAWARD*

*SUBAWARD NO.*

[UNIVERSITY], a Corporation organized and existing under the laws of [STATE], with its principal office at [LOCATION] (hereinafter referred to as "University") has received Prime Grant No. from \_\_\_\_\_ (hereinafter referred to as "\_\_\_\_\_") under CFDA Number \_\_\_\_\_, hereby awards a cost reimbursable subaward in the amount of \$ \_\_\_\_\_ to \_\_\_\_\_ (hereinafter referred to as "Collaborator")

The work to be performed by the Collaborator relates to a project entitled "\_\_\_\_\_." The Collaborator's statement of work and budget are identified in Exhibit A.

The Collaborator shall submit reports required to meet Government reporting requirements to to University's Project Director, \_\_\_\_\_.

The period of performance under this subaward shall commence on \_\_\_\_\_ and continue through \_\_\_\_\_.

University shall reimburse the Collaborator not more often than monthly for allowable costs actually incurred and chargeable to University. All invoices shall be submitted using Collaborator's standard invoice, but at a minimum shall include applicable cost sharing, current and cumulative costs, subaward number and certification. Invoices which do not reference University's subaward number shall be returned to the Collaborator. Invoices shall be submitted to:

NAME AND ADDRESS OF ACCOUNTING OPERATION

For questions concerning invoice payment(s), please contact the following:

NAME AND PHONE NUMBER/EMAIL ADDRESS

Collaborator's Research Administration Office and PI:

NAME AND PHONE NUMBER/EMAIL ADDRESS

A final statement of costs incurred, marked "FINAL", must be submitted to the [Accounting Operation] NOT LATER THAN sixty (60) days after subaward completion.

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 audit.

Matters concerning the performance of this subaward should be directed to University's Project Director at the following address:

Dr. \_\_\_\_\_  
Project Director  
UNIVERSITY ADDRESS  
Telephone: (Area Code) \_\_\_\_\_  
Fax: (Area Code) \_\_\_\_\_  
Email: \_\_\_\_\_

Matters concerning the direction or negotiation of any changes in the terms, conditions or amounts cited in this subaward should be directed to University's Authorized Administrative Official, or duly authorized representative:

NAME, ADDRESS, PHONE/EMAIL

Collaborator's Research Administration Office and PI:

- 1) NAME, ADDRESS, PHONE/EMAIL
- 2) COLLABORATOR'S PI NAME, ADDRESS, PHONE/EMAIL

Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, directors [option: to the extent allowed by law].

Either party may terminate this agreement with thirty days written notice. University shall pay Collaborator for all noncancellable obligations [discussion: this may not work in this case because some noncancellable obligations may not be allocable to the prime award].

[We need something like the following: A request for a no-cost extension to this project and close-out documents must be submitted to University's Research Administration Office with sufficient lead time for University to meet its obligations under the Prime Grant.]

Any changes in the terms, conditions or amounts cited in this subaward requires the approval of the University's and Collaborator's authorized officials. [discussion... who all do we want listed in this agreement? PI's, Res Admin, Authorized Official, Accounting Office? Should this be a separate contacts form page?]

This subaward is subject to the terms and conditions of the prime grant, incorporated either directly or by reference in the following:

#### NIH SAMPLE

1. (Insert grant program legislation and program regulation cited in Notice of Grant Award)
2. The restrictions on the expenditure of federal funds in appropriations acts, to the extent those restrictions are pertinent to the award.
3. 45 CFR Part 74 or 45 CFR Part 92 as applicable.
4. The NIH Grants Policy Statement, including addenda in effect as of the beginning date of the period of performance.

5. Federal Demonstration Partnership Phase III and Agency Specific Requirements found at  
www.\_\_\_\_.\_\_\_\_ [Discussion: What about a date? -- What happens when changes are  
made and replacements are put up on the Web? Should FDP/NSF archive previous versions?]
6. Treatment of Program Income:
7. Special terms and conditions:

IN WITNESS WHEREOF, the parties have caused these presents to be executed in duplicate as  
of the day and year first above written.

By An Authorized Official of University

By An Authorized Official of Collaborator

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_