



**FEDERAL DEMONSTRATION PARTNERSHIP**  
Redefining the Government & University Research Partnership

# Subawards Subcommittee

Amanda Humphrey, Northeastern University

Kevin Ritchie, Harvard Medical School

Kari Tetrault, Institute for Systems Biology



# Agenda

- New chair call
- FFATA follow up
- Invoice listening session follow up
- COVID vaccine mandate
- DTUA Attachment 7
- IDC limitations
- Template format
- FFRDC's
- Working Group updates



# New Co-Chair Call

- Facilitate discussions with members to explore areas that furthers the FDP's mission to streamline the administration of federally sponsored research.
- Identify potential demonstrations – surveys, tools, pilot projects, guidance documents, etc.
- Oversee workgroup activities.
- Field questions from members and non-members.



# New Co-Chair Call

- Information on process will be posted to the list serv
- Anticipate new co-chair for May meeting



# FFATA Follow up

- We got 90 responses!
- Data has been reviewed by the Executive Committee and has been sent to OMB
- We will perform an analysis and summary for the community



# Invoice Listening Session

- Engagement was high
  - Session 1: 231 attendees
  - Session 2: 134 attendees
- Discussion raised interesting points and insights
- Discussing next steps with Finance, Audit & Costing, including:
  - Workgroup on invoice review standards
  - Future discussion with Expanded Clearinghouse about contact information
  - Updating existing subaward resources (like invoice template) and harmonize with any new documentation
  - Further engagement with community via survey



# COVID Vaccine Mandate

- Executive Order 14042
  - Ensuring Adequate COVID Safety Protocols for Federal Contractors (and Subcontractors)
  - As of now, it does not extend to grants
- Litigation with federal courts is delaying implementation on contracts
  - FAR 52.223-99 implementing FAR clause
- If this does proceed we will communicate any guidance necessary via the list serv
  - See also email that went out on the list serv in September
- More information is anticipated in January



# Subaward Attachment 7

- Looking at changes to Subaward Attachment 7 DTUA terms
  - Alignment between Subaward Attachment 7 & DTUA
  - Goal: expansion of use of Subaward DTUA Attachment 7

FDP Attachment 7 Language	Requested Changes
<b>De-Identified Data</b> The Data will not include personally identifiable information as defined in NIST Special Publication 800-122. If the Data being provided is coded, the Provider will not release, and the Recipient will not request, the key to the code.  If Provider is a Covered Entity, the Data will be de-identified data, as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").  Recipient will not use the Data to identify or contact individuals who are or may be the sources of Data. Should Recipient inadvertently receive identifiable information or otherwise identify a subject, Recipient shall promptly notify Provider and follow Provider's reasonable written instructions, which may include return or destruction of the identifiable information.  Recipient shall promptly report to the Provider any use or disclosure of the Data not provided for by this Agreement of which it becomes aware.	The Data will not include personally identifiable information as defined in NIST Special Publication 800-122. If the Data being provided is coded, the Provider will not release, and the Recipient will not request, the key to the code.  If Provider is a Covered Entity, the Data will be de-identified data, as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").  <u>Provided, to the best of its knowledge and belief, has the right and authority to provide the Data to Recipient for use under this Agreement.</u>  Recipient will not use the Data to identify or contact individuals who are or may be the sources of Data. Should Recipient inadvertently receive identifiable information or otherwise identify a subject, Recipient shall promptly notify Provider and follow Provider's reasonable written instructions, which may include return or destruction of the identifiable information.  Recipient shall promptly report to the Provider any use or disclosure of the Data not provided for by this Agreement of which it becomes aware.  <u>Recipient shall only use the data for the purposes of this Agreement and shall protect the Data from any other unauthorized use or disclosure.</u>
<b>Limited Data Set</b> Data transferred under this Agreement contains identifiable data elements derived from human subjects and constitutes	Data transferred under this Agreement contains identifiable data elements derived from human subjects and constitutes

**McNitt, Kristen Aurora**  
The FDP DTUA includes this language at the end of Article 9.

**McNitt, Kristen Aurora**  
This is a core term of a Data Transfer Agreement limiting the recipient's use to the project and obligate them not to disclose the data to other parties.

Language suggested is a short summary of the DTUA - full DTUA language below which is a combination of Articles 3 and 4

3) Recipient shall not use the Data except as authorized under this Agreement. The Data will be used solely to conduct the Project and solely by the Recipient Scientist and Recipient's faculty, employees, fellows, students, and agents ("Recipient Personnel") and Collaborator Personnel (as defined in Attachment 3) that have a need to use, or provide a service in respect of, the Data in connection with the Project and whose obligations of use are consistent with the terms of this Agreement (collectively, "Authorized Persons").



# Subaward Attachment 7

- Will post specific proposed to list serv
  - Require description of data
  - Will show redline with justification of the proposed changes
- One question survey will be included with opportunity to provide feedback
  - Increase / decrease / no change in acceptability
- Timeline:
  - end of January to release proposed changes
  - Feedback during February
  - Analysis and decision in March



# Poll: IDC Limitations

- In the past year, have you issued or received a subaward that limits or excludes IDC when the federal award itself includes full IDC (e.g. you as the PTE have full IDC but you issue a subaward with 0% IDC)?
  - Yes
  - No
  - Not sure



# IDC Limitations

- Subawards under federal grants issued with \$0 IDC
- Usually “pilot” awards
- As the PTE:
  - Does your institution issue these?
  - What is the conversation with Federal Awarding Agency?
  - What is the conversation with Subrecipient?
- As the Subrecipient:
  - Do you accept these?
  - What is the conversation with the PTE?



# Template Format

- Currently templates are in Adobe
- Receive requests for Word versions
- Discussion after a little context...



# Template Format: History

- Had this discussion several years ago
- At the time, vast majority of institutions were manual (used to have combo PDF and word)
- Pros of Adobe:
  - Easier to manually complete form
  - More “security” form had not been altered / easier to identify specific terms and conditions that had been added
  - Consistency of layout (know where to find what)
  - Programmed in autofill features by funding agency
- Significant burden of maintaining Word AND Adobe



# Template Format

- What has changed since previous discussions?
- Adobe versus Word
- Manual completion versus systems
  - Are you exploring FDP template-system integration?
  - What does that process look like?
- Impact across institution types



# Poll: Template Format

- Is your institution planning to pursue an electronic subaward generator (i.e. purchasing or developing software that completes initial draft from system data)?
  - Yes, we have already implemented one
  - Yes, we are actively working toward implementation
  - We have discussed it, but are not sure what we will do
  - No, we have not discussed it seriously at our institution
  - No, we have discussed it, but determined it was not feasible



# FFRDC's

- Federally Funded Research and Development Centers (FFRDCs) are private-sector entities that have unique relationships with their sponsoring Federal Government agencies
  - Currently, 13 federal agencies sponsor or co-sponsor a total of 42 FFRDCs, such as:
    - Brookhaven National Laboratory
    - Los Alamos National Laboratory
    - National Defense Research Institute
    - Frederick National Laboratory for Cancer Research



# Working Group Updates

- Templates
- Guidance
- RAQ/CAT/FQ
  - Working away!
- IACUC MOU
  - Comments done, going through FDP approval



# Friendly Reminder: Changes

- Templates created to make things easier – don't change them!
- Let us know if you get one with changes, we'll contact the institution.



# Contact Us

[subawards@thefdp.org](mailto:subawards@thefdp.org)

Automatically goes to all co-chairs:

Amanda Humphrey, Northeastern University

Kevin Ritchie, Harvard Medical School

Kari Tetrault, Institute for Systems Biology