

Subagreement No.

<u>Prime Awardee (“University”)</u> Auburn University Office of Sponsored Programs 310 Samford Hall Auburn, AL 36849-5131	<u>Subrecipient (“Subrecipient”)</u> _____ _____
University PI: Source of Funding: Prime Sponsor: Prime Agreement No: CFDA #:	Subrecipient PI: Proposal/Project Title: “ ”
Start Date: End Date:	Amount Awarded: \$ Cost-share Required: \$
<input type="checkbox"/> Cost Reimbursable <input type="checkbox"/> Fixed Price	Payment Schedule: <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other:
Technical Report Submission Requirements:	

Terms and Conditions

- 1) University hereby awards a Subagreement as described above to Subrecipient. The statement of work and budget for this Subagreement are appended as Attachments 1 and 2 respectively. In its performance of the Subagreement, Subrecipient shall be an independent entity and shall not be considered in any way an employee or agent of University.
- 2) Subrecipient shall invoice University as noted above for allowable costs or in accordance with the payment schedule identified above. All invoices shall be submitted using Subrecipient’s standard invoice or the University’s Subrecipient Invoice (<http://www.auburn.edu/research/vpr/contracts>), but at a minimum shall include current and cumulative costs, Subagreement number, and certification as to truth and accuracy of invoice. *Invoices that do not reference University’s Subagreement number shall be returned to Subrecipient.* Cost-sharing, if required, should be reported with each invoice. Payments may be withheld until receipt of required cost-share, reports, and/or close-out documentation. Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party referenced in Attachment 3.
- 3) A final invoice, marked “FINAL” must be submitted to the University NO LATER THAN () days after Subagreement end date. Invoices submitted after this deadline may not be paid. Prior to payment of final invoice under this Subagreement, Subrecipient shall complete the Close-out Requirements of Attachment 4.
- 4) All payments shall be considered provisional and subject to adjustment in the event adjustment is necessary as a result of an adverse audit finding against the Subrecipient. Subrecipient agrees to permit University, its agents and/or federal auditor(s)/official(s) to have access to its records and financial records as may be necessary.
- 5) Matters concerning the technical performance of this Subagreement should be directed to the appropriate party’s Principal Investigator, as shown in Attachment 3. Technical reports are required as shown above.
- 6) Matters concerning the request or negotiation of any changes in the terms, conditions, amounts cited, or attachments in the Subagreement must be directed to the appropriate party’s Administrative Contact, as shown in Attachment 3. Any such changes made to this Subagreement require the written approval of each party’s Authorized Official, as shown in Attachment 3. All amendments to this Subagreement shall be made in writing and shall be executed by both parties.
- 7) 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.
- 8) This Subagreement may be terminated by 30-day written notice from either party. Upon receipt of a notice of termination, the receiving party shall take immediate steps to stop the accrual of any additional obligations which might require payment. Subject to negotiation of a termination settlement, University shall pay Subrecipient for all allowable, non-cancelable obligations.
- 9) Neither party to this Subagreement shall use the name of the other party in any publicity or advertising without the advance written approval of the other party.
- 10) Referenced and/or attached to this Subagreement as Attachment 5, and hereby incorporated by reference, are flow-down provisions of the Prime agreement. Subrecipient shall comply with all terms and conditions of the flow-down provisions. For purposes of this Subagreement, terms contained in those attachments and in other applicable acquisition regulation references, such as “Buyer,”

“Client,” a company name, “Government,” and equivalent terms referring to Auburn University’s client, shall be deemed to mean Auburn University; and terms such as “Contractor,” “Seller,” “Vendor,” and equivalent terms shall be deemed to mean Subrecipient. Substitutions shall be made as appropriate and in accordance with Federal law.

11) By signing below and completion of Attachment 6, Subrecipient makes the certifications and assurances:

- i) Certification Regarding Lobbying (Section 1352, Title 31, U.S. Code);
- ii) Debarment, Suspension, and Other Responsibility Matters (DHHS Code of Federal Regulations Title 45 CFR Part 76);
- iii) Subrecipient certifies that it has in effect a written and enforced administrative process to identify and manage, reduce, or eliminate conflicting interests with respect to all research projects for which funding is sought. Prior to the expenditure of any funds under this Subagreement, the Subrecipient will report to the University the existence of any conflicting interest found by the Subrecipient and will assure that the interest has been managed, reduced, or eliminated.
- iv) The Subrecipient must comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this Subagreement. In the absence of available license exemptions or exceptions (including exemptions for fundamental research, etc.), the Subrecipient must obtain the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance. The Subrecipient must obtain export licenses, if required, before using foreign persons in the performance of this Subagreement, where the foreign person will have access to export-controlled technical data or software. The Subrecipient is responsible for all regulatory record-keeping requirements associated with the use of licenses and license exemptions and exceptions.

12) The following General Terms and Conditions are hereby incorporated by reference:

- i)
- ii) For Federal flow-through funding, the appropriate OMB Circular(s) (<http://www.whitehouse.gov/omb/circulars/index.html>)
- iii) For Federal flow-through funding, rights to patents and inventions shall be determined in accordance with 37 CFR 401.
- iv) All prior approval requests and all understandings or agreements pertaining to the conduct of the work shall be directed to the University and not to the federal awarding agency.

13) Special Terms and Conditions:

None See Attachment 5

By an Authorized Official of University:

By an Authorized Official of Subrecipient:

C. Michael Moriarty
Associate Provost and
Vice President for Research

Date

Name: Date
Title:

- Attachment 1 – Subrecipient Scope of Work**
- Attachment 2 – Subrecipient Budget**
- Attachment 3 – University and Subrecipient Contacts**
- Attachment 4 – Close-Out Requirements (required before final payment made)**
- Attachment 5 – Special Terms and Conditions (if applicable)**
- Attachment 6 – Certification Letter (required before full execution of Subagreement)**

Subrecipient Scope of Work

Sample

Subrecipient Budget

Sample

University and Subrecipient Contacts

University Contacts	Subrecipient Contacts
<p>Administrative Contact</p> <p>Name: Ms. Juanita Syljuberget Contracts and Grants Administrator II</p> <p>Address: Auburn University Office of Sponsored Programs 310 Samford Hall Auburn, AL 36849-5131</p> <p>Telephone: (334) 844-5931</p> <p>Fax: (334) 844-5953</p> <p>Email: winegjm@auburn.edu</p>	<p>Administrative Contact</p> <p>Name:</p> <p>Address:</p> <p>Telephone: ()</p> <p>Fax: ()</p> <p>Email:</p>
<p>Principal Investigator</p> <p>Name:</p> <p>Address:</p> <p>Telephone: (334) 844-</p> <p>Email:</p>	<p>Principal Investigator</p> <p>Name:</p> <p>Address:</p> <p>Telephone: ()</p> <p>Fax: ()</p> <p>Email:</p>
<p>Mail Invoices To</p> <p>Name:</p> <p>Address:</p> <p>Telephone: (334) 844-</p> <p>Fax: (334) 844-</p> <p>Email:</p>	<p>Financial Contact</p> <p>Name:</p> <p>Address:</p> <p>Telephone: ()</p> <p>Fax: ()</p> <p>Email:</p>
<p>Authorized Official</p> <p>Name: C. Michael Moriarty Associate Provost and Vice President for Research</p> <p>Address: Auburn University Office for Sponsored Programs 310 Samford Hall Auburn, AL 36849-5131</p> <p>Telephone: 334-844-4438</p> <p>Fax: 334-844-5953</p> <p>Email: taylomm@auburn.edu</p>	<p>Authorized Official</p> <p>Name:</p> <p>Address:</p> <p>Telephone: ()</p> <p>Fax: ()</p> <p>Email:</p> <p>Subrecipient Tax ID #:</p>

AUBURN UNIVERSITY

AUBURN UNIVERSITY, ALABAMA 36849-5131



Office of Sponsored Programs
310 Samford Hall

Telephone: (334) 844-4438
Fax: (334) 844-5953

Subagreement Close-Out Requirements

As a subrecipient of Auburn University you will be required to submit a list of equipment purchased and a copy of your invention disclosure report along with your final invoice and a signed copy of this form. **Final invoice will not be processed for payment until all close-out documentation has been received.**

Subagreement No.: _____

Subrecipient: _____

Please check all that apply:

- Final invoice has been mailed
- Required cost-share has been met and reported
- Patents and/or inventions are pending. Please see attached documentation.
- There are no patents or inventions to report
- Technical report completed and mailed to AU-PI on this date: _____
- No equipment was purchased with these funds (*Equipment is defined as an article of nonexpendable tangible personal property having a useful life of more than one year, and an acquisition cost of \$2,500 or more per unit.*)
- Equipment purchased: (Please attach additional sheet if necessary)

I hereby certify the above information is correct and in accordance with the terms of the Subagreement. Subrecipient does hereby remise, release, and discharge the University, its officers, agents and employees, of and from all liabilities, obligations, claims, and demands whatsoever under or arising from the said subcontract.

Subrecipient's Authorized Representative

Date

Return to: Juanita Syljuberget, Office of Sponsored Programs, 310 Samford Hall, Auburn University, AL 36849-5131

Special Terms and Conditions

Sample

Certification Letter

Subrecipient Monitoring Requirements:

Auburn University is required by OMB Circular A-133 to determine if our subrecipients have met the audit requirements of the Circular and whether they are in compliance with Federal laws and regulations.

Please read the following certification in Section A, and if ALL statements are true, sign and date the certification. If you have not completed the requirements of Section A, please complete Section B and provide all appropriate documents. For for-profit and foreign entities, complete Section C.

SECTION A:

I hereby certify that for fiscal year ended _____

1. Financial statements received an unqualified opinion from our independent certified public accountants; and
2. The administration of our Federal projects has been audited in accordance with OMB Circular A-133, and there were no material instances of noncompliance with Federal laws and regulations or reportable conditions; and
3. There were no findings in the single audit report that are specifically related to awards from Auburn University.

Authorized Institutional Representative

Date

SECTION B:

Please check one of the following and provide all appropriate documents:

- We have completed our OMB Circular A-133 audit, and material noncompliance issues and/or reportable conditions were noted. Enclosed is a copy of the audit report and our response.
- There were findings in the single audit report that are specifically related to a prime award from Auburn University. A listing of awards and the explanation of the findings as they relate to the prime award is enclosed.
- We have not completed our OMB Circular A-133 audit. We expect the audit to be completed by _____. Within thirty (30) days of completion, we will provide the positive certifications in Section A, or a response as required in Section B.
- We did not expend \$300,000 or more in Federal awards during the related fiscal year, and therefore we are not subject to the requirements of OMB Circular A-133.

Authorized Institutional Representative

Date

SECTION C:

We are certifying that, for the fiscal year ending _____, we have annual financial statements that have been reviewed or audited by an independent audit firm and the financial statements received an unqualified opinion from our independent certified public accountants.

1. Does Subrecipient have a financial management system that provides records that can identify the source and application of funds for award supported activities? (Reference FAR 52.216-7) _____ Yes _____ No
2. Does Subrecipient's financial management system provide for the control and accountability of project funds, property, and other assets? _____ Yes _____ No
3. Does Subrecipient's procurement system allow for free and open competition, and eliminate or reduce conflict of interest in the procurement process? _____ Yes _____ No

Authorized Institutional Representative

Date