

Subaward:

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

Terms and Conditions

- University hereby awards a Subaward as described above to Subrecipient. The statement of work and budget for this Subaward are appended as Attachments 1 and 2 respectively. In its performance of the Subaward, Subrecipient shall be an independent entity and shall not be considered in any way an employee or agent of University.
- 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 (<https://cws.auburn.edu/ovpr/pm/forms#PREPARE&SUBMIT>), but at a minimum shall include current and cumulative costs, Subaward number, and certification as to truth and accuracy of invoice. *Invoices that do not reference University's Subaward 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.
- A final invoice, marked "FINAL" must be submitted to the University NO LATER THAN _____ days after Subaward end date. Invoices submitted after this deadline may not be paid. Prior to payment of final invoice under this Subaward, Subrecipient shall complete the Close-out Requirements of Attachment 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.
- Matters concerning the technical performance of this Subaward should be directed to the appropriate party's Principal Investigator, as shown in Attachment 3. Technical reports are required as shown above.
- Matters concerning the request or negotiation of any changes in the terms, conditions, amounts cited, or attachments in the Subaward must be directed to the appropriate party's Administrative Contact, as shown in Attachment 3. Any such changes made to this Subaward require the written approval of each party's Authorized Official, as shown in Attachment 3. All amendments to this Subaward 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 Subaward 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 Subaward 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 Subaward as Attachment 5, and here by 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 Subaward, 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) Auburn University's financial system requires subrecipients to register as a vendor. However, the "General Terms and Conditions" of the Auburn University Registered Vendor Program are not applicable to this Subaward as it relates to the scope of work of this project.
- 12) By signing below, 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 Subaward, 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 Subaward. 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 Subaward, 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.

- 13) Special Terms and Conditions:

None
See Attachment 5

By an Authorized Official of University:

By an Authorized Official of Subrecipient:

Date

Name:
Title:

Date:

for John M Mason
Vice President for Research and Economic Development

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)

Subrecipient Scope of Work

Subrecipient Budget

University and Subrecipient Contacts

University Contacts	Subrecipient Contacts
Administrative Contact Name: Leigh Stephens Contracts and Grants Administrator I Address: Auburn University Office of Sponsored Programs 310 Samford Hall Auburn, AL 36849-5131 Telephone: (334) 844-5957 Fax: (334) 844-5953 Email: leigh.stephens@auburn.edu	Administrative Contact Name: Address: Telephone: Fax: Email:
Principal Investigator Name: Address: Telephone: Email:	Principal Investigator Name: Address: Telephone: Fax: Email:
Mail Invoices To Name: Address: Telephone: Fax: Email:	Financial Contact Name: Address: Telephone: Fax: Email:
Authorized Official Name: John M. Mason Vice President for Research and Economic Development Address: Auburn University Office for Sponsored Programs 310 Samford Hall Auburn, AL 36849-5131 Telephone: 334-844-4438 Fax: 334-844-5953 Email: ospadmn@auburn.edu	Authorized Official Name: Address: Telephone: Fax: Email: Subrecipient Tax ID #:

Subaward 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.**

Subaward #: _____

Subrecipient: _____

Please check all that apply:

_____ Final invoice has been mailed.

_____ There are NO outstanding claims against this Subaward. (No further claims will be honored after this block has been checked and this form has been signed and returned to Auburn University.)

_____ Only the amount included in the Final Invoice \$ _____ is due. When the Final invoice is paid by Auburn University, there will be no further claims against this Subaward.

_____ 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 under this Subaward.

_____ Technical report completed and mailed to AU-PI on this date: _____

_____ There is neither government furnished equipment nor equipment purchased with money from this Subaward to be reported under this Subaward. (*Auburn University's definition of Equipment is an article of nonexpendable tangible personal property having a useful life of more than one year, and an acquisition cost of \$5,000 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 Subaward. 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: Leigh Stephens, Office of Sponsored Programs, 310 Samford Hall, Auburn University, AL 36849-5131, (334) 844-5957, leigh.stephens@auburn.edu

Special Terms and Conditions

Certification Letter