**Subaward**

|  |  |
| --- | --- |
| **SUBAWARD Number** | KC Subaward ID |
| **Modification Number** | Mod (00 for new) |
| **Grant Code** | Grant Code |
|  |  |
| **1 Prime Recipient (“UIS”)** | **2 Subrecipient (“SUBRECIPIENT”)** |
| The Board of Trustees of the University of IllinoisAddress: Sponsored Programs Administration One University Plaza, MS PAC 525 Springfield, IL 62703Email: ora@uis.edu | SUB Legal NameAddress:       City, State 9-digit Zip CodeEmail: Email AddressDUNS: DUNS NumberIndirect Cost Rate: F&A Rate |

|  |
| --- |
| **3 Prime Award (“PRIME AWARD”)** |
| a. Awarding Agency (“AGENCY”): | Prime Funding Entity |
| b. Award Number: | Prime Funding Award |
| c. FAIN |       |
| d. Award Date: | Federal Award Date |
| e. Award Title: | Project Title |
| f. CFDA Number and Title |       |
| g. R&D Award | [ ]  Yes [ ]  No |

|  |  |
| --- | --- |
| **4 Funding** |  |
| a. Previously Obligated: | $Amount | e. Automatic Carryover: | [ ]  | Yes | [ ]  | No |
| b. Obligated By This Action: | $Amount | f. Pre-award Costs: | [ ]  | Yes | [ ]  | No |
| c. Total Obligation: | $Amount |  |
| d. Total Estimated Award: | $Amount |  |

|  |  |
| --- | --- |
| **5 Period of Performance** | **6 Attachments** |
| a. Start Date: | Click here to enter a date. | Attachment 1: General Terms | [ ]  |
| b. End Date: | Click here to enter a date. | Attachment 2: SOW & Budget | [ ]  |
|  |  | Attachment 3: Prime Award Terms | [ ]  |
|  |  | Attachment 4: FFATA | [ ]  |

Each Party represents that the individuals signing this SUBAWARD on its behalf are authorized, and intend, to bind the organization in contract.

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| --- | --- |
| **The Board of Trustees of the University of Illinois**By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Avijit Ghosh, Comptroller Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature of Comptroller Delegate [add name and title] |  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Authorized Individual, Title of Authorized IndividualDate: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

|  |  |
| --- | --- |
| **7 UIS Administrative Representative** | **8 SUBRECIPIENT Administrative Representative** |
| Name: | Don Long | Name: |       |
| Title: | Assist. Director of Research Administration | Title: |       |
| Department: | Sponsored Programs Administration | Department: |       |
| Address | One University Plaza, MS PAC 525 | Address |       |
|  | Springfield, IL 62703 |  |       |
| Telephone: | 217-206-7409 | Telephone: |       |
| Facsimile: | 217-206-7623 | Facsimile: |       |
| Email: | ora@uis.edu | Email: |       |

|  |  |
| --- | --- |
| **9 UIS Authorized Representative** | **10 SUBRECIPIENT Authorized Representative** |
| Name: | Avijit Ghosh | Name: |       |
| Title: | Comptroller | Title: |       |
| Department: | Sponsored Programs Administration | Department: |       |
| Address | One University Plaza, MS PAC 525 | Address |       |
|  | Springfield, IL 62703 |  |       |
| Telephone: | 217-206-7409 | Telephone: |       |
| Facsimile: | 217-206-7623 | Facsimile: |       |
| Email: | ora@uis.edu | Email: |       |
| **11 UIS Technical Representative** | **12 SUBRECIPIENT Technical Representative** |
| Name: |       | Name: |       |
| Title: |       | Title: |       |
| Department: |       | Department: |       |
| Address |       | Address |       |
|  |       |  |       |
| Telephone: |       | Telephone: |       |
| Email: |       | Email: |       |
| **13 UIS Financial Representative** | **14 SUBRECIPIENT Financial Representative** |
| Name: | Charles Alsbury | Name: |       |
| Title: | Grants & Contracts Coordinator, Post-Award | Title: |       |
| Organization: | Sponsored Programs Administration | Organization: |       |
| Address | One University Plaza, MS BSB 105 | Address |       |
|  | Springfield, IL 62703 |  |       |
| Telephone: | 217-206-7849 | Telephone: |       |
| Facsimile: | 217-206-7623 | Facsimile: |       |
| Email:Email (Invoices): | uisgcopostaward@uis.edu | Email: |       |
| **15 UIS Export Control Representative** | **16 SUBRECIPIENT Export Control Representative** |
| Title: | Export Compliance Officer | Title: |       |
| Telephone: | 217-333-2187 | Telephone: |       |
| Email: | exportcontrols@illinois.edu | Email: |       |
| **17 UIS Licensing Representative** | **18 SUBRECIPIENT Licensing Representative** |
| Title: | Director | Title: |       |
| Telephone: | 217-333-7862 | Telephone: |       |
| Email: | otm@illinois.edu | Email: |       |

**ATTACHMENT 1: General Terms**

**ARTICLE 1 - The Project**

**1.1.** The parties to this SUBAWARD may be referred to collectively as the "Parties," or individually as a "Party."

**1.2.** UIS makes this SUBAWARD to Subrecipient in support of the research activities detailed in Attachment 2 (“the Project”). Certain terms of the PRIME AWARD are incorporated into this SUBAWARD as Attachment 3.

**1.3.** If SUBRECIPIENT’s Technical Representative becomes unable to complete the Project, SUBRECIPIENT must notify UIS in writing as soon as practicable so that either: (a) the parties may agree on a substitute or (b) UIS may terminate this SUBAWARD in accordance with Article 15.

**1.4.** SUBRECIPIENT shall notify UIS as soon as possible of any reason that might interfere with SUBRECIPIENT’s ability to fully perform the Project within the Period of Performance, even if the reason is beyond the control and without fault or negligence of Subrecipient.

**ARTICLE 2 – Payment Terms**

UIS shall have no liability to SUBRECIPIENT for any unobligated portion of the Total Estimated Award unless and until UIS obligates the funds by written amendment to this SUBAWARD. Indirect costs may be assessed at the rate in effect at the time this SUBAWARD is signed and will remain fixed for the life of the Project, unless approved otherwise in accordance with Article 10.

This SUBAWARD is made on a cost-reimbursable payment basis. UIS will pay the full amount due within 30 days from its receipt of an invoice submitted in accordance with the requirements of this Article.

**Invoice Submission**: SUBRECIPIENT must submit all invoices to uisgcopostaward@uis.edu.

**Invoice Signature and Certification:** Invoices submitted in the format described below shall constitute financial reports. Each invoice must be signed by the authorized SUBRECIPIENT representative and contain a certification in a form substantially similar to the following:

*By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of this SUBAWARD. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).*

 **Standard Invoicing:** Not more frequently than monthly, SUBRECIPIENT shall submit invoices to UIS after incurring allowable costs. All invoices must: (a) provide a current and cumulative breakdown of costs in accordance with the budget categories (including number of hours worked in the billing period, if applicable) and any required cost-sharing in separate columns; (b) identify the SUBAWARD Number and Grant Code; and (c) be approved and signed by the authorized SUBRECIPIENT Representative. Failure to provide proper invoices may delay payment. SUBRECIPIENT will furnish to UIS supporting documentation of costs upon request.

 **Ad Hoc Invoicing**: SUBRECIPIENT must promptly furnish any ad-hoc financial reports to UIS that UIS deems reasonably necessary to meet its obligations under the PRIME AWARD.

 **Final Invoice**: SUBRECIPIENT must clearly identify the final invoice as "final" and submit it no later than Enter number of days days after either expiration or earlier termination of this SUBAWARD. Retroactive charges will not be allowed after submission of the final invoice.

**ARTICLE 3 – Applicable Cost Principles**

UIS will determine allowable cost for SUBRECIPIENT's activities in accordance with the applicable cost principles: Choose an item.

**ARTICLE 4 – Technical Reports**

SUBRECIPIENT shall furnish to UIS all technical reports and assistance reasonably requested by the UIS Administrative Representative identified in Block 7 to meet UIS’ obligations under the PRIME AWARD. SUBRECIPIENT must submit the Final Progress Report to the Administrative Representative no later than Enter number of days days after either expiration or earlier termination of this SUBAWARD.

**ARTICLE 5 – Intellectual Property**

 **5.1.** **Rights in Data**. "Data" means the recorded factual material commonly accepted in the scientific community as necessary to validate research findings. SUBRECIPIENT grants to the federal government the right to obtain, reproduce, publish and use Data first produced under this SUBAWARD for governmental purposes. SUBRECIPIENT grants to UIS an irrevocable, royalty-free, non-transferable, non-exclusive, non-commercial license to use the Data to the extent necessary for UIS to meet its obligations under the PRIME AWARD and for its own research and educational purposes.

 **5.2.** **Copyrights**. SUBRECIPIENT may assert copyright on any original works of authorship that it creates under this SUBAWARD ("Works"). SUBRECIPIENT grants to the federal government an irrevocable, royalty-free, non-exclusive license to reproduce, make derivative works, display, distribute and perform publicly the Works (including any computer software and its documentation and databases) for governmental purposes. SUBRECIPIENT grants to UIS an irrevocable, royalty-free, non-transferable, non-exclusive, non-commercial license to reproduce, make derivatives, display, distribute and perform the Works to the extent necessary for UIS to meet its obligations under the PRIME AWARD and for its own research and educational purposes.

**5.3.** **Inventions**. “Invention” means all rights in discoveries (a) protectable or protected under Title 35 of the United States Code and under similar foreign laws and (b) conceived or reduced to practice in performance of the SUBAWARD. SUBRECIPIENT may retain title to each Invention that its employees make in performance of the Project (“SUBRECIPIENT Invention”) Title to any Invention made jointly by SUBRECIPIENT and UIS employees vests in the parties as joint owners with the rights set forth at 35 U.S.C. 262. SUBRECIPIENT grants to the federal government a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the SUBRECIPIENT Invention throughout the world. SUBRECIPIENT grants to UIS an irrevocable, world-wide, royalty-free, non-exclusive license to practice each SUBRECIPIENT Invention to the extent necessary for UIS to meet its obligations under the PRIME AWARD. SUBRECIPIENT must promptly and fully report all SUBRECIPIENT Inventions to the UIS Licensing Representative identified in Block 17.

**ARTICLE 6 – Publication**

UIS encourages SUBRECIPIENT to publish or otherwise make publicly available the results of the Project. “Publish” means to make known to third parties in any format or medium. To assist UIS in complying with the PRIME AWARD and AGENCY's program guidelines, the Parties agree to confer with each other prior to publishing information concerning the Project to ensure that no Confidential Information is improperly released. SUBRECIPIENT shall provide UIS a minimum of 30 days to review and comment on any publication prior to its submission to a third party.

SUBRECIPIENT shall include the following acknowledgement and disclaimer in any publication arising from the Project:

Acknowledgment: Click here to enter text.

Disclaimer: Click here to enter text.

**ARTICLE 7 – Confidential Information**

"Confidential Information" means all proprietary, privileged or confidential information in any form furnished by the disclosing Party to the receiving Party after the effective date of this SUBAWARD and in connection with the Project that the disclosing Party intends to remain secret from third parties on the grounds that its disclosure would either cause the disclosing Party competitive harm or waive a privilege granted by law. In order to enforce this provision, the disclosing Party must mark tangible information “confidential” at the time of disclosure and, within 30 days of an oral disclosure, provide the receiving Party a written summary that sufficiently describes the information that receiving Party should protect as Confidential Information.

Each Party’s obligation of confidentiality shall extend for three years from disclosure and shall not apply to information that: (a) was in receiving Party’s possession on a non-confidential basis prior to receipt from disclosing Party; (b) is in the public domain or is general or public knowledge prior to disclosure, or after disclosure, enters the public domain or becomes general or public knowledge through no fault of receiving Party; (c) is properly obtained by receiving Party from a third party not known to be under a confidentiality obligation to disclosing Party; (d) is explicitly approved for release by written authorization of disclosing Party; (e) is or has been developed by receiving Party independently of receiving Party’s access to disclosing Party’s Confidential Information; or (f) is required by law or court order to be disclosed. In no event will either Party be in breach of this SUBAWARD for its good faith compliance with applicable law.

**ARTICLE 8 – Compliance Requirements**

In performing the Project, SUBRECIPIENT shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, and all license and permit requirements.

**ARTICLE 9 – Assignments and Lower-Tier Subrecipients**

SUBRECIPIENT may not assign or subcontract to a third party any portion of its obligations or rights under this SUBAWARD, or pass through funds to another subrecipient, without the prior written consent of UIS. If assignment, subcontracting or pass-through is permitted, SUBRECIPIENT shall not be released from its contractual obligations to UIS.

**ARTICLE 10 – Changes and Prior Approval**

Subrecipient is responsible for both notifying UIS and obtaining prior written approval of UIS in the form of an amendment to this SUBAWARD with respect to any material changes to the Project. Examples include, but are not limited to, changes in the Period of Performance, substitution of Subrecipient's Technical Representative, significant re-budgeting, and changes to the scope of work. SUBRECIPIENT should confer with UIS’ Administrative Representative identified in Block 7 if uncertain about the significance of any change.

**ARTICLE 11 – Records Retention, Audits and Monitoring**

 **11.1 Records Retention.** SUBRECIPIENT shall retain all books and records pertinent to this SUBAWARD for a minimum of three years from the date of final payment. If UIS provides SUBRECIPIENT notice of any audits, appeals, litigation or settlement of claims arising out of performance of this SUBAWARD, then SUBRECIPIENT must retain all relevant books and records until notified by UIS of final resolution of the audits, appeals, litigation or claims.

**11.2.** **Audits**. Upon reasonable notice, SUBRECIPIENT shall make the books and records available to UIS and to any federal agency with authority or oversight over the SUBAWARD at SUBRECIPIENT's place of business for examination and copying during normal business hours.

**11.3. Monitoring Requirement**. (a) SUBRECIPIENT shall cooperate fully with UIS in its reasonable efforts to monitor SUBRECIPIENT activities under this SUBAWARD in accordance with federal requirements. If SUBRECIPIENT is exempt from federal audit requirements, UIS, in its discretion, may require SUBRECIPIENT to: (i) provide UIS with its most recent audit report or statement on compliance and on internal control; (ii) permit UIS to inspect relevant facilities and operations to ensure compliance with government-wide and program requirements; (iii) interview staff to ensure they are informed of and carry out program policy and regulations; (iv) review all documentation that supports SUBRECIPIENT claims and reports; (v) perform desk reviews of relevant documentation; and (vi) conduct such other reasonable financial monitoring to enable UIS to properly account for federal funds spent.

(b) SUBRECIPIENT shall cooperate with UIS to resolve instances of SUBRECIPIENT non-compliance with federal requirements through corrective action. Failure to cooperate may lead to immediate termination of this SUBAWARD by ILLINOIS.

(c) If SUBRECIPIENT is subject to Federal audit requirements, SUBRECIPIENT shall notify UIS of completion of required audits and of any adverse findings that may impact this SUBAWARD.

**ARTICLE 12 – Termination**

**12.1. Early Termination.** (a)Either Party may terminate this SUBAWARD for any reason in its discretion by giving no less than 30 days’ advance written notice to the other Party. (b) If AGENCY notifies UIS of early termination of the PRIME AWARD, then UIS may terminate this SUBAWARD upon prompt written notice to SUBRECIPIENT. (c) In the case of an alleged material breach, the aggrieved Party may terminate this SUBAWARD immediately upon notice to the other Party, or may provide a cure period, in its discretion. The termination remedy is in addition to any other remedies available at law.

**12.2.** **Effect of Early Termination**. (a) Upon receipt of notice of early termination, SUBRECIPIENT shall cease incurring costs and shall take immediate action to cancel all outstanding obligations that reasonably can be cancelled. No later than 30 days after the effective date of termination, SUBRECIPIENT shall submit a termination claim to UIS. SUBRECIPIENT shall be entitled to reimbursement for allowable costs incurred to the date of termination and for all noncancellable obligations up to, but not to exceed, the obligated amount under this SUBAWARD. (b) If SUBRECIPIENT terminates this SUBAWARD, SUBRECIPIENT shall be entitled to reimbursement for all allowable costs incurred to the date of termination.

**ARTICLE 13 – Resolution of Disputes**

The Parties will negotiate in good faith to resolve any disputes that arise under this SUBAWARD. This SUBAWARD shall be interpreted by application of Illinois law without regard to its conflicts provisions to the extent federal law is not dispositive. If SUBRECIPIENT is a unit of state government, including a public institution of higher education, SUBRECIPIENT does not waive any defenses or immunities afforded by federal or state law. All suits against UIS arising out of this SUBAWARD must be filed in accordance with the Illinois Court of Claims Act.

**ARTICLE 14 – Liability**

Neither Party to this SUBAWARD shall be liable for any negligent or intentional acts or omissions chargeable to the other Party, unless such liability is imposed by law.

**ARTICLE 15 – Insurance**

SUBRECIPIENT will maintain sufficient insurance coverage for commercial general liability, including bodily injury and property damage, employer's liability and worker’s compensation insurance, and motor vehicle liability to fulfill its obligations under this SUBAWARD.

**ARTICLE 16 – Conflict of Interest**

SUBRECIPIENT affirms that, to the best of its knowledge, there exists no actual or potential conflict of interest involving SUBRECIPIENT or the family, business, or financial interests of SUBRECIPIENT employees and the Project. If SUBRECIPIENT becomes aware of a change in either its private interests or activities under the Project, SUBRECIPIENT will confer with ILLINOIS so that the parties can manage or eliminate the possible conflict of interest that may arise as a result of such change.

**ARTICLE 17 – National Policy Assurances/Certifications**

By signing this SUBAWARD, SUBRECIPIENT makes the following certifications and assurances to the extent required by law:

**17.1. Certification Regarding Lobbying.** (a) No federal appropriated funds have been paid or will be paid, by or on behalf of 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.

(b) 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, SUBRECIPIENT shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to UIS.

(c) SUBRECIPIENT shall require that the language of this certification 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.

(d) 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 Section 1352, Title 31, U.S. Code. 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.

**7.2. Debarment and Suspension.** SUBRECIPIENT certifies to the best of its knowledge and belief that it and its principals: (a) are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (b) have not, within a three-year period preceding this application, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the previous paragraph of this certification; and (d) have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

**17.3. National Policy Requirements.** SUBRECIPIENT has read and agrees to comply with all relevant national policy requirements set forth at <http://www.nsf.gov/bfa/dias/policy/rtc/appc.pdf>.

**17.4.** **General Certification.** The information contained in the SUBAWARD is true and complete to the best of SUBRECIPIENT’s knowledge.

**ARTICLE 18 – Export Control**

Each Party shall comply with all relevant laws, whether United States or foreign, governing the exports and re-exports of technical data or commodities made under this SUBAWARD. Prior to providing UIS with any items subject to export control laws, SUBRECIPIENT will notify UIS and identify the items at issue and the applicable export control laws. If the items are subject to the Export Administration Regulations (“EAR”), SUBRECIPIENT will either furnish to UIS the applicable Export Control Classification Numbers or indicate that EAR 99 applies. If the items are subject to the International Traffic in Arms Regulations (“ITAR”), SUBRECIPIENT will notify UIS of the relevant ITAR categories and subcategories. UIS may decline to accept any export-controlled items. SUBRECIPIENT will direct all notices given under this section to UIS’s Export Compliance Officer listed in Block 15.

**ARTICLE 19 – Counterparts**

UIS and SUBRECIPIENT may sign this SUBAWARD in one or more counterparts, each of which constitutes an original and all of which together constitute the SUBAWARD. Facsimile (such as PDF) signatures shall constitute original signatures for all purposes.

**ARTICLE 20 – Use of Names**

Neither Party will use the name of the other in any form of advertising or publicity without the express written permission of the other Party. SUBRECIPIENT shall seek permission from UIS by submitting the proposed use, well in advance of any deadline, to the Associate Chancellor for Research and Institutional Effectiveness at UIS via email at ora@uis.edu.

**ARTICLE 21 – Survival**

Articles 5, 11, 12 and 21 shall survive termination or expiration of this SUBAWARD.

**ARTICLE 22 – Entire Agreement**

This SUBAWARD with all attachments and incorporated references is intended to be the Parties’ final written expression of their agreement regarding the subject matter. Purchase orders, or similar payment instruments, issued after this SUBAWARD is signed do not amend or supplement the terms of this SUBAWARD but are accepted by UIS as a payment mechanism only. No other terms shall have effect unless specifically set forth in writing in the form of an amendment to this SUBAWARD and signed by each Party’s Authorized Representative. The Parties have caused their Authorized Representatives to sign this SUBAWARD.

**ATTACHMENT 2: Statement of Work and Budget**

**ATTACHMENT 3: Prime Award Terms**

[ ]  The Prime Award is attached and forms a part of this SUBAWARD.

[ ]  The specific terms of the PRIME AWARD noted on the following pages form a part of this SUBAWARD.

In the event of any inconsistency between the terms of the SUBAWARD and the terms of the PRIME AWARD that are incorporated into this SUBAWARD, the terms of the PRIME AWARD shall take precedence.