

Attachment 2
Research Subaward Agreement
Prime Award Terms and Conditions
NIH

Agency-Specific Certifications/Assurances

1. By signing this Research Subaward Agreement Subrecipient makes the certifications and assurances specified in the Research Terms and Conditions Appendix C found at <http://www.nsf.gov/bfa/dias/policy/rtc/appc.pdf>

General terms and conditions as of the effective date of this Research Subaward Agreement:

1. The restrictions on the expenditure of federal funds in appropriations acts are applicable to this subaward to the extent those restrictions are pertinent.
2. 45 CFR Part 74 or 45 CFR Part 92 as applicable.
3. The NIH Grants Policy Statement, including addenda in effect as of the beginning date of the period of performance.
4. Subrecipient assures, by signing this Subaward Agreement, that all Subrecipient's personnel who are responsible for the design and conduct of projects involving human research participants have successfully completed their institutional training in accordance with the NIH Guide, Notice OD-00-039.
5. Research Terms and Conditions found at < <http://www.nsf.gov/bfa/dias/policy/rtc/terms.pdf>> and Agency Specific Requirements found at http://www.nsf.gov/pubs/policydocs/rtc/nih_708.pdf, except for the following:
 - a. The right to initiate an automatic one-time extension of the end date provided by Article 25(c)(2) of the Research Terms and Conditions is replaced by the need to obtain prior written approval from the Prime Recipient;
 - b. The payment mechanism described in Article 22 and the financial reporting requirements in Article 52 of the Research Terms and Conditions and Article 8 of the Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this Subaward Agreement; and
 - c. Any prior approvals are to be sought from the Prime Recipient and not the Federal Awarding Agency.
6. Title to equipment costing \$5,000 or more that is purchased or fabricated with research funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall unconditionally vest in the Subrecipient upon acquisition without further obligation to the Federal Awarding Agency subject to the conditions specified in Article 34(a) of the Research Terms and Conditions.
7. Treatment of Program Income: Additive

Special terms and conditions: [Institutions may include the following optional clauses.]

1. Copyrights
Subrecipient grants to Prime Recipient an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward Agreement solely for the purpose of academic research, educational, and patient care activities.
2. Data Rights
Subrecipient grants to Prime Recipient the right to use data created in the performance of this Subaward Agreement solely for the purpose of academic research, educational and patient care activities.
3. Automatic Carry Forward: [] Yes [] No
(If No: Carry Forward requests must be sent to Prime Recipient's Administrative Contact, as shown in Attachment 3).
4. Conflict of Interest
Per 42 CFR Part 50, Subpart F, should Subrecipient identify an investigator(s) who has a conflict of interest with the Statement of Work, the Subrecipient will notify Prime Recipient of said conflict of interest and whether it is being eliminated, reduced or managed within 30 days of it being identified by the Subrecipient.