

## FDP Subaward Language

### Conflict of Interest

#### Domestic:

Promoting Objectivity in Research Applicable to Subrecipients (Financial Conflicts of Interest): Subrecipient must designate herein which entity's financial conflicts of interest policy will apply (Select One): PTE or Subrecipient

If applying its own financial conflicts of interest policy, by execution of this Subaward Agreement, Subrecipient Institution certifies that its policy complies with the requirements of the relevant Federal Awarding Agency as identified herein: \_\_\_\_\_

Subrecipient shall report any financial conflict of interest to PTE's Administrative Representative, as designated on Attachment 3A. Any financial conflicts of interest identified shall, when applicable, subsequently be reported to Federal Awarding Agency. Such report shall be made before expenditure of funds authorized in this Subaward Agreement and within 45 days of any subsequently identified financial conflict of interest.

#### Foreign:

Subrecipient must designate herein which entity's Financial Conflicts of Interest policy (COI) will apply:  
\_\_\_\_\_

If applying its own COI policy, by execution of this Subaward, Subrecipient certifies that its policy complies with the requirements of the relevant Federal Awarding Agency as identified herein: \_\_\_\_\_

Subrecipient shall report any financial conflict of interest to PTE's Administrative Representative or COI contact, as designated on Attachment 3A. Any financial conflicts of interest identified shall, when applicable, subsequently be reported to Federal Awarding Agency. Such report shall be made before expenditure of funds authorized in this Subaward and within 45 days of any subsequently identified COI.

### Research Integrity/Misconduct

#### Domestic:

Subrecipient certifies by signing this Subaward Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

#### Foreign:

Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.213 and 2 CFR 180)

All foreign institutions and international organizations, except for foreign governments or governmental entities, public international organizations, or foreign-government-owned or -controlled entities (in whole or in part) are subject to the Debarment, Suspension and Other Responsibility Matters. Choose one:

Subrecipient certifies by signing this Subaward that neither it, nor its principals, are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any U.S. Federal Department or Agency.

Or

Subrecipient is either a foreign government or governmental entity, public international organization, or foreign-government-owned or -controlled entity (in whole or in part); and it IS NOT subject to the debarment or suspension certification requirement or to debarment or suspension under 45 CFR Part 75.

### **Indemnification**

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.

### **Human/Animal Compliance**

Subrecipient agrees that any non-exempt human and/or animal subjects research protocol conducted under this Agreement shall be reviewed and approved by its Institutional Review Board (IRB) and/or its Institutional Animal Care and Use Committee (IACUC), as applicable and that it will maintain current and duly approved research protocols for all periods of the Agreement involving human and/or animal subjects research. Subrecipient certifies that its IRB and/or IACUC are in full compliance with applicable state and federal laws and regulations. The Subrecipient certifies that any submitted IRB / IACUC approval represents a valid, approved protocol that is entirely consistent with the Project associated with this subaward. In no event shall Subrecipient invoice or be reimbursed for any human or animal subjects related expenses incurred in a period where any applicable IRB / IACUC approval is not properly in place.

### **Deliverables/Progress Reports/Milestones**

Subrecipient agrees to the following:

- A Final technical/progress report will be submitted to the PTE's \_\_\_\_\_ identified in Attachment 3 within \_\_\_ days after the end of the period of performance.
- Monthly technical/progress reports will be submitted to the PTE's \_\_\_\_\_ identified in Attachment 3, within \_\_\_ days of the end of the month.
- Quarterly technical/progress reports will be submitted within thirty (30) days after the end of each project quarter to the PTE's \_\_\_\_\_ identified in Attachment 3.

- Technical/progress reports on the project as may be required by PTE's \_\_\_\_\_ in order that PTE may be able to satisfy its reporting obligations to the Federal Awarding Agency.
- Annual technical /progress reports will be submitted within \_\_\_ days prior to the end of each project period to the PTE's \_\_\_\_\_ identified in Attachment 3. Such report shall also include a detailed budget for the next budget period, updated other support for key personnel, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval, if applicable.
- In accordance with 37 CFR 401.14, Subrecipient agrees to notify PTE's \_\_\_\_\_ identified in Attachment 3A within \_\_\_ days after Subrecipient's inventor discloses invention(s) in writing to Subrecipient's personnel responsible for patent matters. The Subrecipient will submit a final invention report using Awarding Agency specific forms to the PTE's \_\_\_\_\_ identified in Attachment 3A within 60 days of the end of the period of performance so that it may be included with the PTE's final invention report to the Awarding Agency. A negative report is or is not (specify one) required.
- A Certification of Completion, in accordance with 2 CFR 200.201(b)(3), will be submitted within \_\_\_ days after the end of the project period to the PTE's \_\_\_\_\_ identified in Attachment 3A (for Fixed Price subawards only.)
- Property Inventory Report; frequency, type, and submission instructions listed here and only to be used when required by PTE Federal Award:

### **Data Sharing**

Data Sharing and Public Access Policy: (Check if Applicable)

Subrecipient agrees to comply with the Federal Award Agency's data sharing and public access policy requirements and the Data Management/Sharing Plan submitted to the Federal Awarding Agency and incorporated herein as Attachment \_\_\_\_\_.

### **Export Controls**

Each Party is responsible for determining whether its performance is subject to, and in compliance with, U.S. export control laws and regulations ("U.S. Export Controls"), including but not limited to the Export Administration Regulations - EAR (Department of Commerce), the International Traffic in Arms Regulations - ITAR (Department of State), the sanctions programs embodied in regulations administered by the Department of the Treasury's Office of Foreign Assets Control (OFAC), the U.S. anti-boycott laws and regulations (EAA) and U.S. anti-terrorism financing laws and regulations.

Alternative in checklist:

- It is understood that University is subject to United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities, and that its obligations hereunder are contingent on compliance with applicable U.S. export laws and regulations (including the Arms Export Control Act, as amended, and the Export Administration Act of 1979). The transfer of any such Technology and Items and the entering

into and provision of such Transactions and Services that are subject to Restrictions may require a license or authorization from the cognizant agency of the United States Government, and/or may require written assurances by the receiving party that it shall not re-export such Technology and Items to certain foreign destinations and/or to certain recipients without prior approval of the cognizant government agency, and/or may require that the involved individuals and entities will comply with conditions on Transactions and Services. While University agrees to cooperate in securing any license which the cognizant agency deems necessary in connection with this Agreement, University cannot guarantee that such licenses will be granted.

- **Anti-terrorist Compliance:** Collaborator hereby agrees that all funds, including sub-awards to subrecipients, will be used in compliance with all applicable United States anti-terrorist financing and asset control laws, regulations, rules and executive orders.

