

# Subaward Agreement

Institution/Organization Name: Clark University Address: 950 Main Street Worcester, MA. 01610	Institution/Organization ("COLLABORATOR") Name: Address:  EIN No.:	
Prime Award No.	Subaward No.	
Awarding Agency	CFDA No.	
Subaward Period of Performance	Amount Funded this Action	Est. Total (if incrementally funded)

Project Title

Reporting Requirements [Check here if applicable:  See Attachment 4]

### Terms and Conditions

- 1) University hereby awards a cost reimbursable subaward, as described above, to Collaborator. The statement of work and budget for this subaward are (check one): \_\_\_\_\_ as specified in Collaborator's proposal dated \_\_\_\_\_; or \_\_\_\_\_ as shown in Attachment 5. In its performance of subaward work, Collaborator shall be an independent entity and not an employee or agent of University.
- 2) University shall reimburse Collaborator not more often than monthly for allowable costs. All invoices shall be submitted using Collaborator's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), subaward number, and certification as to truth and accuracy of invoice. *Invoices that do not reference University's subaward number shall be returned to Collaborator.* Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Financial Contact, as shown in Attachment 3.
- 3) A final statement of cumulative costs incurred, including cost sharing, marked "FINAL," must be submitted to University's Financial Contact NOT LATER THAN sixty (60) days after subaward end date. The final statement of costs shall constitute Collaborator's final financial report.
- 4) All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Collaborator.
- 5) Matters concerning the technical performance of this subaward should be directed to the appropriate party's Project Director, as shown in Attachment 3. Technical reports are required as shown above, "Reporting Requirements."
- 6) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this subaward agreement, and any changes requiring prior approval, should be directed to the appropriate party's Administrative Contact, as shown in Attachment 3. Any such changes made to this subaward agreement require the written approval of each party's Authorized Official, as shown in Attachment 3.
- 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) Either party may terminate this agreement with thirty days written notice to the appropriate party's Administrative Contact, as shown in Attachment 3. University shall pay Collaborator for termination costs as allowable under OMB Circular A-21 or A-122, as applicable.
- 9) No-cost extensions require the approval of the University. Any requests for a no-cost extension should be addressed to and received by the Administrative Contact, as shown in Attachment 3, not less than thirty days prior to the desired effective date of the requested change.
- 10) The Subaward is subject to the terms and conditions of the Prime Award and other special terms and conditions, as identified in Attachment 2.
- 11) By signing below Collaborator makes the certifications and assurances shown in Attachments 1 and 2.

By an Authorized Official of UNIVERSITY:  _____ Nancy Budwig, Associate Provost	By an Authorized Official of COLLABORATOR:  _____ _____ Date
Date	Date

**Attachment 1  
Subaward Agreement**

By signing the Subaward Agreement, the authorized official of COLLABORATOR certifies, to the best of his/her knowledge and belief, that:

**Certification Regarding Lobbying**

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Collaborator, 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.

2) 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, the Collaborator shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the University.

3) The Collaborator 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.

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 that \$10,000 and not more that \$100,000 for each such failure.

**Debarment, Suspension, and Other Responsibility Matters**

Collaborator 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.

**OMB Circular A-133 Assurance**

Collaborator assures University that it complies with A-133 and that it will notify UNIVERSITY of completion of required audits and of any adverse findings, which impact this subaward.

**Attachment 3  
Subaward Agreement**

University Contacts	Collaborator Contacts
<p>Administrative Contact</p> <p>Name: Joan McGrath Address: 950 Main Street Worcester, MA. 01610</p> <p>Telephone: 508-793-7765 Fax: 508-793-8344 Email: jmcgrath@clarku.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:</p> <p>Fax:</p> <p>Email:</p>	<p>Project Director</p> <p>Name:</p> <p>Address:</p> <p>Telephone:</p> <p>Fax:</p> <p>Email:</p>
<p>Financial Contact</p> <p>Name: Michelle Bates Address: 20 Downing Street Worcester, MA. 01610</p> <p>Telephone: 508-793-7550 Fax: 508-793-7500 Email: mbates@clarku.edu</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: Nancy Budwig, Associate Provost and Dean of Graduate Studies and Research</p> <p>Address: 950 Main Street Worcester. M.A. 01610</p> <p>Telephone: 508-793-7760 Fax: 508-793-8344 Email: nbudwig@clarku.edu</p>	<p>Authorized Official</p> <p>Name:</p> <p>Address:</p> <p>Telephone:</p> <p>Fax:</p> <p>Email:</p>