TABLE OF CONTENTS

INTRODUCTION ............................................................................................................................................. 3

I. DEFINITION OF TERMS .......................................................................................................................... 3
   A. Authorized Official ................................................................................................................................. 3
   B. Prime Sponsor .................................................................................................................................... 3
      1. Prime Contract ................................................................................................................................ 3
      2. Subcontract .................................................................................................................................... 3
      3. Pass-Through Entity (PTE) ............................................................................................................. 3
   C. Subcontractor vs. Consultant vs. Contractor .................................................................................. 4

II. CONTRACT TYPES .............................................................................................................................. 5
   A. Cost Reimbursement Contracts ........................................................................................................... 5
      1. Cost Reimbursement ......................................................................................................................... 5
      2. Cost-Sharing .................................................................................................................................... 5
      3. Cost-Plus-Fixed-Fee ....................................................................................................................... 5
      4. Cost-Plus-Percentage of Cost ....................................................................................................... 6
   B. Fixed Price Contracts .......................................................................................................................... 6
      1. Fixed Price ..................................................................................................................................... 6
      2. Firm Fixed Price .............................................................................................................................. 6
      3. Firm Fixed-Price Level of Effort .................................................................................................... 6

III. PREAWARD ......................................................................................................................................... 6
   A. Subcontractor Selection Criteria ......................................................................................................... 6
   B. Subcontractor Method Of Selection .................................................................................................... 7
      1. Single or Sole Source Selection ....................................................................................................... 7
      2. Competitive bidding ....................................................................................................................... 7
   C. Subcontract At Proposal Stage .......................................................................................................... 8
   D. Price Or Cost Analysis ....................................................................................................................... 8
   E. Submitting Proposal With Subcontract To ORA ........................................................................... 10

IV. POST AWARD – SUBCONTRACT/SUBGRANT ACTIONS .................................................................... 11
   A. Subrecipient Monitoring And Oversight Committee Review (SMOCR) .................................... 11
   B. Subcontract Request Form ............................................................................................................... 11
   C. Negotiating And Executing The Subcontract ................................................................................... 12
   D. Subcontract Modification ................................................................................................................. 13

V. ONGOING SUBCONTRACTOR MONITORING ................................................................................ 13
   A. Technical Monitoring ....................................................................................................................... 13
   B. Financial Monitoring ....................................................................................................................... 13
   C. Annual Audit Reporting .................................................................................................................. 13

VI. SUBCONTRACTOR CLOSEOUT REQUIREMENTS ........................................................................... 14
   A. Closeout Notices ............................................................................................................................... 14
   B. Principal Investigator’s Subaward Closeout Authorization ............................................................. 14
   C. Final Invoice .................................................................................................................................... 14

VII. APPENDICES ................................................................................................................................... 15
INTRODUCTION

The procedures in this manual lay out the processes established by the Office of Research Administration for requesting, monitoring, and closing out Subcontracts issued in support of research, development and/or training contracts funded by an outside sponsor and performed under a proposal submitted by the University of Maryland College Park (UMCP). The campus official authorized to execute subcontracts/subawards on behalf of UMCP is the Director or his/her designees within the Office of Research Administration (ORA). The campus Authorizing Official for Purchase Orders and Consulting Agreements is the Assistant Vice President for Procurement and Strategic Sourcing, or his/her designees.

Responsibilities at various stages of the process are shared by the Principal Investigator (PI), the administering academic unit, the Office of Research Administration (ORA), the Office of the Comptroller, and the Department of Procurement and Strategic Sourcing. All subcontracting activity will be conducted in accordance with the provisions of FAR 3.502-2 (Anti-Kickback Act of 1986). Any suspected violations thereof will be reported to the Director, Office of Research Administration.

The applicable Prime Contract terms must be "flowed down" to the first tier Subcontractor and include provisions for additional flow down to second tier Subcontractors. Under Federal contracts and other agreements, the flowdown requirements are mandatory (see Appendix E for examples). The procedures cited here, however, apply to all subcontracts issued irrespective of the type of prime sponsor.

Most of the procedures described herein also apply to the processing of Subawards funded under private or federally funded Grants and Cooperative Agreements. Questions concerning any of the information contained herein may be directed to oraa@umd.edu.

I. DEFINITION OF TERMS

A. AUTHORIZED OFFICIAL refers to one or more individuals who are granted signature authority on behalf of a business, institution, or organization of any type and who are able to enter into legally binding agreements on behalf of the entity which they represent.

B. PRIME SPONSOR refers to the entity that issues the initial award to UMCP.

1. Prime Contract is the document which outlines the contract terms and conditions attached to the funding received from a Prime Sponsor.

2. Subcontract may refer to an agreement (issued by ORA) to perform substantive portions of the research proposed. A Contractor (Vendor) is an entity providing goods and services in support of a Prime Contract via a Purchase Order issued by the Department of Procurement and Strategic Sourcing. For the purpose of this manual, Subcontractor refers to the recipient of any Subcontract issued by ORA.

3. Pass-Through Entity (PTE) is the organization which receives the award directly from the Prime Sponsor and flows down a portion of the work and a portion of the award funds to a third party using a Subcontract agreement.
C. SUBCONTRACTOR VS. CONSULTANT VS. CONTRACTOR

There is often considerable confusion at the proposal stage whether to treat a “collaborator” included in the UMCP budget as a Contractor (Vendor), Consultant, or Subcontractor. In those cases, it is recommended to discuss the matter with the ORA Contract Administrator assigned to process proposals for the Investigator’s academic unit prior to finalizing the budget. Given that F&A rates are only applied to the first $25,000 of a Subcontract, but applied to the total cost of goods and services provided by Contractors and Consultants, incorrect determinations may negatively impact the available dollars should an award be received. Additionally, Subcontractors which are not included in an original proposed budget often require the prior approval of sponsors before issuance which will delay the release of the Subcontract.

1. A Subcontractor is distinguished from both a Contractor (Vendor) and a Consultant in that a Subcontractor:
   a. Performs a substantive portion of the proposed Statement of Work incorporated into the Prime Contract;
   b. Has responsibility for internal programmatic decision-making and design;
   c. Is responsible for assisting the Prime Recipient in meeting the goals of the project;
   d. Is responsible for adhering to applicable Federal programmatic compliance requirements;
   e. Retains intellectual property and copyright to the work produced by the Subcontractor’s personnel.

2. A Contractor (Vendor) is issued a Purchase Order based on a request sent by an administering unit to the UMCP Department of Procurement and Strategic Sourcing. The purchase of goods and services, including “Consulting Services”, are obtained from a commercial vendor. ORA does not issue Subcontracts to individual persons.
   a. A Contractor provides similar goods and services to multiple customers as part of their routine business operations;
   b. A Contractor competes for customers with other like providers;
   c. A Contractor does not retain intellectual property or copyright to the deliverables;
   d. Cost sharing is not required of a Contractor;
   e. Joint authorship of publications and Intellectual Property Rights are not sought by a Contractor;
   f. The general terms of the Prime Contract do not flow down to the Contractor.

3. A Consultant may be an individual or a commercial entity and is a type of Contractor paid through a Purchase Order issued by the Department of Procurement and Strategic Sourcing.
   a. A Consultant’s deliverable may be intermittent throughout the project, is clearly defined and similar other work is performed by that Consultant commercially on a routine basis;
   b. A Consultant’s deliverables do not ordinarily generate patentable or copyrightable results of an original or substantive nature;
   c. A Consultant is not subject to the compliance requirements of the Prime Contract;
   d. A Consultant’s fee is based on an hourly or daily rate which is provided and explained in a Consultant rate proposal;
   e. A Consultant’s services are on a “work for hire” basis and all intellectual property or copyrightable rights are assigned to UMCP by the Consultant;
f. A Consulting Firm is a commercial entity whose regular business activity is to provide services similar to those proposed under the current project.

g. An Individual Consultant is a non-UMCP employee hired to provide technical expertise in support of a sponsored research project. As a general rule, the activities performed by a non-UMCP faculty member who is named as an individual Consultant in a proposal must fall outside of the individual’s normal employment or academic duties and cannot make use of his/her employer’s (institutional) facilities, personnel or students. If these criteria are not met, then the faculty member’s home institution should appear as a Subcontractor in the UMCP Proposal rather than naming an individual as a Consultant.

II. CONTRACT TYPES

Any one of many contract types may be used to establish a Subcontract, however, they fall into one of two basic categories: Cost Reimbursement and Fixed Price. Most subcontracts issued by UMCP under sponsored research accounts will be cost reimbursement agreements. Fixed Price subcontracts may be used with foreign subrecipients or when issuing second tier subcontracts under prime awards which are also Fixed Price. Under 2 CFR Part 200 (the “Uniform Guidance”) Fixed Price subcontracts may require prior approval of the Prime Sponsor. Individual agency regulations must be consulted to determine if this is necessary and if there is a “cap” on the total amount that can be awarded to a Subcontractor under a Fixed Price subcontract.

A. COST REIMBURSEMENT CONTRACTS

1. Cost Reimbursement (also referred to as simply “Cost” type) contracts pay allowable, allocable, and reasonable costs which are incurred during the performance of the contract. Indirect costs may be paid at predetermined rates, but no predetermined “fee” for profit or incentive is paid if the Cost Reimbursement Contract to a nonprofit organization, educational institution, state, local or Federally recognized Indian Tribal government incorporates the terms of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200). Cost principals which apply to commercial entities will be as determined by individual federal agency 2 CFR 200 implementation guidelines. Cost contracts are often used to support research and development with nonprofit and commercial organizations. A subcontract issued under a Prime Contract sets a total cost, or ceiling, that the Subcontractor cannot exceed without prior approval and agreement by UMCP.

2. Cost-Sharing contracts require the Subcontractor to assume part of the cost of the project. Cost-sharing may be a requirement of the solicitation or offered voluntarily if permitted under the terms of the award or agency guidelines. Generally, the work provides some benefit to the Subcontractor which off-sets their share of project costs.

3. Cost-Plus-Fixed-Fee contracts reimburse the Subcontractor for their costs PLUS pay a predetermined fee which is not altered by actual costs for the original Statement of Work. If the Statement of Work changes, then a new fee may be negotiated. Federal sponsors generally do not allow “fee/profit” to be charged when collaborators are conducting fundamental research under 2 CFR Part 200.
4. **Cost-Plus-Percentage of Cost** contracts pay a fee that rises as the Subcontractor’s costs rise. The Federal Acquisition Regulations (FAR Part 16.102) prohibit this type of contract under a federal award as there is no incentive on the part of the recipient to control costs.

**B. FIXED PRICE CONTRACTS**

1. **Fixed Price** contracts are based on a predetermined price which may be adjusted if the contract includes a “ceiling price”, a target price, or both based on a proposed budget which can be estimated with great accuracy. The terms under which a price adjustment could be considered would be stated in the contract. Invoices do not show a detailed breakdown of costs. Payment is based on predefined deliverables due throughout the period of performance. Typically, UMCP would not accept a Fixed Price contract which withholds all payment until the end of the project period and would not generally issue a Fixed Price subcontract which authorizes full advance payment. An exception can be made when entering into a Cooperative Research and Development Agreement (CRADA) with a federal facility and with the approval of the Prime Sponsor.

2. **Firm Fixed Price** contracts provide a price which is not open to any adjustment regardless of the final costs of the project. Firm Fixed Price contracts impose a significant risk on the receiving party should costs exceed the agreed on price, but reduces administrative burden on both parties.

3. **Firm Fixed-Price Level of Effort** contracts are sometimes applied to research and development contracts where the results achieved cannot be clearly predicted and the ability to complete defined deliverables is also uncertain. This agreement requires the Subcontractor to devote a specific level of labor effort over a period of time at predetermined labor rates. It normally requires the Subcontractor to submit reports on results obtained plus Level of Effort required. Payment is contingent on effort expended rather than on results achieved. This type of subcontract is considered high risk by UMCP under a Prime Contract as the Subcontractor may invoice for payment based on labor hours worked even if the proposed deliverables are never completed.

**III. PREAWARD**

**A. SUBCONTRACTOR SELECTION CRITERIA**

1. It is important to remember that UMCP is ultimately responsible for a Subcontractor’s performance. A large number of UMCP's subcontracts are with universities, research institutes of known reputation, and for-profit corporations of known capabilities. Increasingly, small businesses, private nonprofits, and foreign entities are also being selected to act as Subcontractors on sponsored research awards. If this is the case, prior to executing a Subcontract to a new subrecipient, a Subrecipient Monitoring Oversight Committee Review (SMOCR) is performed and the determination made as to the level of risk and qualifications of that Subrecipient (see Section IV. A.) is documented.

2. The viability of the Subcontractor must be considered by ORA including factors such as financial position and management capability. Factors entering into this decision include: type of organization; past performance (with other Federal contracts or with the University); total anticipated subaward amount; required facilities; cost controls; personnel practices; and procedures for monitoring their Subcontractors.
3. If Human or Vertebrate Animal subjects are to be used in the performance of the Subcontractor’s Statement of Work, certain Federal certifications and regulations are required. The entity will need an FWA (for Human Subjects) or ACUC (for Animal Subjects) institutional “assurance numbers” which are granted by the federal government. They must have the capacity to approve IRB and IACUC protocols before initiating such research or UMCP must agree to serve as the IRB and IACUC of record overseeing and approving research protocols on behalf of the Subcontractor.

4. UMCP’s internal policy requires ALL Subrecipients to be registered in SAM.gov (providing public view access) and have an assigned DUN & Bradstreet Number (DUNS #) prior to being issued a subcontract under a federal award.

B. SUBCONTRACTOR METHOD OF SELECTION

It is the responsibility of the UMCP Principal Investigator to comply with federal procurement requirements in selecting a Subcontractor funded by federal flow-through dollars. There are two primary methods of selecting a Subcontractor: sole/single source selection or competitive bidding

1. **Single or Sole Source Selection** is most common in research projects where a Principal Investigator wishes to collaborate with an identified academic colleague or technical contact offering unique expertise or facilities who can be identified and included in a proposal to a sponsor.

   The preselected Subcontractor will provide the Principal Investigator with a proposed Statement of Work, Budget, Budget Justification, and Authorizing Signature to incorporate into the initial proposal to the sponsor. If awarded, the Principal Investigator may or may not have to again obtain approval from the prime sponsor in order to issue a subcontract to that entity depending on the terms of the award.

   In both Single and Sole Source selection, when completing the Subaward Request Form being sent to the ORA Subaward Unit, the Principal Investigator is required to provide a justification identifying the need for the particular services and why the selected Subcontractor is the source selected.

   a. “Single source” selection occurs when a Subcontractor is a “preferred” Subcontractor for services which may be available from more than one source, but for reasons of location, price, facilities, availability, etc., one of the qualified Subcontractors is preferred over the others.

   b. “Sole source” selection occurs when a project requires performance from one particular Subcontractor for services which cannot be obtained from any other source. Sole source selection in the second scenario is not justified simply by the fact that there has been continuing collaboration between scientists. A sole source justification in these situations must be further justified with respect to the unavailability of the services or expertise from other sources.

2. **Competitive bidding** is often used as the method of Subcontractor selection when purchasing goods or services or when the Principal Investigator does not have a “preferred” Subcontractor in mind either at the time of proposal or post award. This method requires the Principal Investigator to solicit proposals from non UMCP sources and make a final
Subcontractor selection from those responding based on technical merit and cost objectives. This may be based on a combination of price and qualifications. A formal Request for Proposal solicitation to obtain competitive bids must be coordinated through the UMCP Department of Procurement and Strategic Sourcing.

C. SUBCONTRACT AT PROPOSAL STAGE

1. When the work to be done by a Subcontractor is to be incorporated into a single UMCP proposal, there must be adequate time between the receipt of the Subcontractor's proposal and the Sponsor's proposal due date to allow UMCP's Principal Investigator time to discuss and negotiate the Scope of Work to be performed by the Subcontractor. If the subcontract involves human subjects, animal experimentation, the use of DNA, biological or environmental hazards, or poses a potential “Conflict of Interest”, certification of Subcontractor adherence to internal and federal policies on these matters must also be included in the proposal. Those issues must also be handled within UMCP in a manner consistent with UMCP institutional requirements.

2. The Subcontractor will submit to UMCP Principal Investigator a Letter of Support signed by the Subcontractor’s Authorized Representative, Statement of Work, Annual and Cumulative Budgets and Budget Justification. The budget must include an itemization of budget categories, including appropriate salaries and wages, fringe benefits, materials, supplies, equipment, travel, and other direct costs necessary to accomplish the research that the Subcontractor is to perform. A copy of the Subcontractor's negotiated indirect cost rate agreement should be submitted to UMCP as part of the Subcontractor's proposal. If the Subcontractor declines to furnish its negotiated indirect cost rate agreement, UMCP will attempt to obtain a verification of the Subcontractor’s rates or obtain audit information prior to issuing subcontract.

3. The Subcontractor's proposal must be signed by an Authorized Official of the Subcontractor who is authorized to legally obligate the Subcontractor to a contractual commitment.

D. PRICE OR COST ANALYSIS

A Price or Cost Analysis must be performed in connection with every subcontracting action. FAR 15.404-3 (b) states that the prime contractor or Subcontractor shall:

1. Conduct appropriate cost or price analyses to establish the reasonableness of proposed subcontract prices; and

2. Include the results of these analyses in the price proposal.

   a. Price Analysis is a means of determining if the asking price for a service or product is fair without resorting to an examination of the Subcontractor's cost and profit calculations. It is basically a comparison of the price with known indicators of reasonableness. FAR 15.404-1 states that price analysis is the process of examining and evaluating a proposed price without evaluating its separate cost elements and proposed profit, and lists some examples:

      i. Comparison of proposed prices received in response to the solicitation,

      ii. Comparison of previously proposed prices and previous Government and commercial contract prices with current proposed prices for the same or similar items if both the validity of the comparison and the reasonableness of the previous price(s) can be established,
iii. Use of parametric estimating methods/application of rough yardsticks (such as
dollars per pound or per horsepower, or other units) to highlight significant
inconsistencies that warrant additional pricing inquiry,
iv. Comparison with competitive published price lists, published market prices of
commodities, similar indexes, and discount or rebate agreements,
v. Comparison of proposed prices with independent Government cost estimates,
vi. Comparison of proposed prices with prices obtained through market research for
the same or similar items,
vii. Analysis of pricing information provided by the Subcontractor.

b. **Cost Analysis** is an element-by-element review of the estimated cost of contract
performance. FAR 15.404-1 (c) (1) states that cost analysis is the review and evaluation
of the separate cost elements and profit in an offeror’s or Subcontractor’s proposal
(including cost or pricing data or information other than cost or pricing data), and the
application of judgment to determine how well the proposed costs represent what the cost
of the contract should be, assessing reasonable economy and efficiency.

c. **Verification of cost or pricing** data and evaluation of cost elements includes:
   i. The necessity for, and reasonableness of proposed costs including allowances for
      contingencies;
   ii. Projection of the offeror’s cost trends, on the basis of current and historical cost
      or pricing data;
   iii. Reasonableness of estimates generated by appropriately calibrated and validated
      parametric models or cost-estimating relationships; and
   iv. The application of audited or negotiated indirect cost rates, labor rates, and cost
      of money or other factors.
   v. Documentation of cost or price analysis is initially dependent on the Principal
      Investigator’s approval and close review by the Contract Administrator at the
      proposal stage. Upon receipt of an award, the Principal Investigator’s signature
      on the Subaward Request Form (see Appendix A, Section VIII) confirms that the
      Subcontractor’s costs are reasonable given the work proposed. These costs are
      closely reviewed a third time by the Subaward Administrator prior to issuing a
      new subcontract and additional back-up documentation is requested when
      necessary.

d. **ORA’s review of proposed costs** is necessary in order to carry out the requirements of 2
CFR 200 and FAR 15.404 as previously cited to determine the acceptability of the
Subcontractor’s proposed costs. This evaluation of acceptable costs may be
accomplished in a number of ways depending on whether the Prime Award is a contract
or a grant. For contracts, the appropriate methods used by ORA are:
   i. If the value of a subcontract issued under a Prime Contract is less than $700,000
      ($750,000 after 10/1/15) and UMCP has had a successful prior experience with
      the Subcontractor, a review of proposed costs will be performed. Plainly stated,
      based on discussions with the UMCP PI, the nature of work to be performed, and
discussions with representatives of the Subcontractor, a determination is made as
to the reasonableness of all proposed costs to the proposed effort.
   ii. If the value of a subcontract issued under a Prime Contract is $700,000
      ($750,000 after 10/1/15) or more, the Subcontractor may be required by either
the federal sponsor or ORA to provide more detailed pricing support data for purposes of determining acceptability of costs. Pursuant to FAR 15.403-4, $700,000 ($750,000 after 10/1/15) is the threshold for obtaining current cost or pricing data.

iii. The Subcontractor will be required to provide a Certificate of Current Cost and Pricing Data (Appendix H) if the price negotiated between ORA and the Subcontractor is in excess of $700,000 ($750,000 after 10/1/15) or such other amount as may be determined by Federal regulation.

iv. If the subcontract value is more than $700,000 ($750,000 after 10/1/15), an assist audit may be requested through the appropriate cognizant federal agency in the event the federal government has not already performed an audit on the Subcontractor.

e. For grants, the evaluation of proposed costs is conducted in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, or 45 CFR Part 74 Appendix E, Principles for Determining Cost Application to Research and Development under Grants and Contracts with Hospitals.

f. In all cases:

i. Whether the Prime Award is a contract or grant, the Subcontractor will also be asked to provide a copy of its most recently approved rate agreement if one has not been provided with the Subcontractor's proposal. Some commercial organizations are unwilling to provide copies of rate agreements to anyone other than governmental agencies. In this case, ORA will request rate verification from the Subcontractor’s assigned cognizant audit agency (i.e. DHHS or DCMA) via the Contracting Officer.

ii. The Subcontractor may be required to submit a Subpart F of 2 CFR 200 audit report or audited financial statement.

E. SUBMITTING PROPOSAL WITH SUBCONTRACT TO ORA

1. Subcontract costs are included in the UMCP budget as a single direct cost. When calculating UMCP Facilities & Administrative (F&A) costs, exclude the portion of each subcontract contained in the proposal which exceeds $25,000 as required by 2 CFR 200. Normally, UMCP calculates F&A only on the first $25,000 of each separate subcontract issued under any single sponsored prime award regardless of the number of budget periods involved during performance (Modified Total Direct cost method). If the Federal agency has a capped F&A rate based on a specific program announcement or solicitation, UMCP calculations are based on the provisions of that agency, which could be based on MTDC or TDC.

2. During proposal processing by ORA, the Subcontract portion of the UMCP proposal is reviewed to ensure that items discussed in Section III, Part C above have been incorporated. It may be necessary to clarify costs or other items with the UMCP Principal Investigator and/or the Subcontractor's business official.
IV. POST AWARD – SUBCONTRACT/SUBGRANT ACTIONS

A. SUBRECIPIENT MONITORING AND OVERSIGHT COMMITTEE REVIEW (SMOCR)

A SMOCR is required for any Subcontractor with no prior history of receiving a subaward from UMCP. Questions may sometimes arise as to a potential Subcontractor’s ability to properly perform the work or to provide adequate financial management. The committee gathers audit and financial information directly from the Subcontractor’s authorized representative and ensures the entity is in “good standing” and does not appear on the Excluded Parties List (www.epls.gov) (debarred or suspended from receiving federal funds) and whose annual audit report indicates no significant or material negative findings. If significant or material negative findings are reported, a close review of the audit and prior findings is conducted by the SMOCR committee.

a. Each Subcontractor is given an overall “risk” rating of Low, Medium, or High (Appendix C). Entities falling into the Medium or High range based on a list of factors may be required to provide additional technical and/or financial reporting throughout the course of the project period.

b. If, in connection with the Annual Audit Certification required under the Uniform Guidance (2 CFR 200), the Subcontractor reports that it has a material finding in its audit report, the decision whether to continue with the execution of the subcontract by UMCP will be made on a case-by-case basis. The subcontract may be executed pending the correction of deficiencies; however, the subcontract may be terminated if the Subcontractor fails to correct the deficiencies in a manner acceptable to UMCP.

B. SUBCONTRACT REQUEST FORM

1. Required Documentation: ORA assumes responsibility to prepare, negotiate, and execute the subcontract with the Subcontractor. A model (domestic) Subcontract Agreement is provided as Appendix D. If applicable, subawards may be issued to non-profit entities and educational institutions using the applicable agency terms and conditions. The following must be received by the Subaward unit, signed by the Subrecipient’s Authorized Representative, prior to issuing a new subaward:

   a. A completed Subaward Request Form (Appendix A) signed by the Principal Investigator or his or her designee;

   b. A Statement of Work describing in some detail the planned activities of the Subrecipient (distinguished from the overall proposal submitted by UMCP);

   c. A detailed budget broken out by basic cost categories which matches the value shown in the Subaward Request Form;

   d. A budget justification which includes any proposed cost sharing by the Subrecipient;

   e. A copy of the F&A rate agreement or explanation of the overhead rate applied;

   f. IRB or IACUC Protocol Approval (if Human Subjects or Vertebrate Animals involved in research) or Financial Conflict of Interest (FCOI) when required;

   g. Export Control Information (if any such information is anticipated to be provided to UMCP by Subcontractor);

   h. IF PRIME AWARD IS A CONTRACT, a Small Business Subcontracting Plan is required from the Subcontractor if the total anticipated cost of the subcontract equals or exceeds $650,000 ($700,000 after 10/1/15) and the Prime Contract requires the plan in accordance with FAR 52.219-9.
2. Documents are reviewed to ensure the following:
   a. The proposed Statement of Work relates to the effort identified in UMCP's prime award;
   b. The proposed period of performance for subcontract effort falls within the prime award period;
   c. The proposed subcontract budget corresponds to the budget that was included in ORA's proposal to the prime sponsor, and has been evaluated and determined to be fair and reasonable;
   d. That a sufficient degree of negotiation was conducted with the Subcontractor for a final subcontract price;
   e. That the Subcontractor provided any required certifications voluntarily;
   f. Whether the subcontract is to be issued to a for-profit or nonprofit organization;
   g. Whether terms and conditions in the prime award text are applicable to the Subcontractor;
   h. Whether any general provisions in the prime agreement are required flow-down clauses or clauses necessary to protect the interests of UMCP or the prime sponsor, and;
   i. Whether additional prime sponsor approval of the subcontract is necessary prior to issuance in accordance with FAR 52.244-2 and the terms of the contract.

C. NEGOTIATING AND EXECUTING THE SUBCONTRACT

1. The Subcontract Administrator prepares a subcontract based on an appropriate model agreement (see Appendix D), in accordance with the requirements of the prime award. Subcontract numbers are assigned by the Subaward Administrators, in accordance with established guidelines (see Appendix B.) The Kuali Financial System (KFS) will automatically assign a Purchase Order Number to each subcontract when the action is entered into the system.

2. If the contract between UMCP and the sponsor requires sponsor’s prior approval before a subcontract can be issued, a copy of the subcontract is sent to the sponsor by the designated Contract Administrator in ORA to obtain prior approval.

3. Copies of the subcontract are sent to the Subcontractor for signature with a copy retained in the ORA pending file. Original or electronic signature copies are to be returned to UMCP. After signature by ORA, one fully executed copy is returned to the Subcontractor and one is retained in the ORA Subaward file and is uploaded into the COEUS Subaward Module. The Subcontract Cover Letter may be used to request additional materials as required. In most cases, the terms and conditions will accompany the subcontract created and forwarded to the Subcontractor for signature. Scanned or electronic signature may be accepted as a final copy of the subcontract if both UMCP and Subcontractor mutually agree.

4. During the approval or Subcontractor acceptance process, changes may need to be negotiated or clarifications provided in the subcontract. ORA will negotiate all changes to the subcontract in close coordination with, and upon receiving input from, the PI and the Subcontractor as appropriate.

5. Upon receipt of a signed document from the Subcontractor and receipt of prime sponsor approval, if required, the subcontract is signed by the Director, Office of Research Administration or his/her designee on behalf of the University (ORA).

6. After the subcontract has been executed by UMCP, ORA will transmit one fully executed copy of subcontract to the Subcontractor and make a copy available internally to the appropriate Department or College business officer in the COEUS Subaward module. All supporting documentation for the subcontract will be maintained in ORA.
D. SUBCONTRACT MODIFICATION

If the PI/Department determines that additional effort is required from the Subcontractor during the period of the prime contract, or other changes are needed in subcontract terms, the PI/Department will complete a Subaward Modification Request Form (Appendix G), and submit it to their ORA Subcontract Administrator who will process the approved Principal Investigator modifications with the Subcontractor.

V. ONGOING SUBCONTRACTOR MONITORING

A. TECHNICAL MONITORING

As prime award recipient, UMCP assumes responsibility for the conduct and completion of the project. Subcontractor progress reports should be reviewed thoroughly by UMCP's Principal Investigator and discussed with the Subcontractor as needed. The Subcontractor's progress report will usually be incorporated into the progress report submitted by the UMCP Principal Investigator to the sponsor on behalf of UMCP.

B. FINANCIAL MONITORING

1. Invoices from the Subcontractor are to be sent to Accounts Payable at UMCP; Accounts payable will in turn forward the invoice to the PI for review, electronic approval, and (if required) signature. The invoice will be routed through Accounts Payable should they be sent directly to the PI/Department by the Subcontractor.

2. The PI/Department will review the invoice to determine that the amount being requested for payment is consistent with the amount of effort performed during the billing period. The PI/Department is responsible for the oversight of the effort performed by the Subcontractor. When the PI/Department is satisfied with the invoice, he/she should signify approval electronically in KFS which constitutes approval for UMCP to pay the invoice. If there are problems with the invoice, such as equipment purchased without approval or more labor charged than UMCP's PI believes was expended, the invoice SHOULD NOT BE APPROVED. Accounts Payable should be notified of the reason for the delay and PI should also immediately consult with their ORA Subaward Administrator.

3. Upon PI/Department's approval in KFS, the invoice is electronically returned to Accounts Payable where the invoice is processed for payment. Accounts Payable monitors each subcontract's payment provisions.

C. ANNUAL AUDIT REPORTING

As the prime recipient of federal funds, UMCP must verify that Subcontractors are meeting their Annual Audit requirements, as apply to the particular type of entity receiving funding, and review annual audit reports for any findings which might impact the Subcontractors ability to complete their portion of the project or which disqualify them to receive any federal funding.
VI. SUBCONTRACTOR CLOSEOUT REQUIREMENTS

A. CLOSEOUT NOTICES

It is ORA’s responsibility to ensure that the Subcontractor has submitted the required deliverables and documents following expiration. Within the first 90 days following termination, ORA will send a Subaward Release of Claims form to the Subcontractor and a Principal Investigator Subaward Closeout Authorization form to UMCP’s Principal Investigator. Signature by a Subcontractor’s Authorized Representative and UMCP’s Principal Investigator confirms that all required Final Deliverables, a Final Invoice, and any Final Property and Invention Reports have been forwarded to the appropriate unit on campus. The returned certifications are uploaded into COEUS and the complete file sent for scanning into OPTIX, the electronic repository for all award records. While Sponsors’ reporting requirements will vary, ORA will take reasonable steps to complete the above process within 90 days after subcontract expiration. ORA will follow up as necessary to ensure that closeout has been completed in accordance with sponsor and UMCP requirements. Documents required for proper closeout:

- Final Technical Report
- Final Invoice
- Subcontractor’s Final Property Report (Appendix I) (if applicable)
- Final Report of Subcontractor Inventions (Appendix J)
- Subaward Release of Claims (Appendix K)

B. PRINCIPAL INVESTIGATOR’S SUBAWARD CLOSEOUT AUTHORIZATION

By signing the Principal Investigator’s Subaward Closeout Authorization form (Appendix L), the Principal Investigator indicates that all deliverables are received and satisfactory, and all costs have been submitted, reviewed and approved, including cost sharing requirements.

C. FINAL INVOICE

The Principal Investigator’s signature on the final invoice indicates that all deliverables are received and satisfactory, and all costs have been submitted, reviewed and approved, including cost sharing requirements.

1. The PI/Department will be responsible for the same review and approval procedures as required for the routine invoice evaluations mentioned under Section V, Paragraph B, items 1 through 3.
2. Accounts Payable will review the final invoice to ensure that total cost claimed is within the monetary limitations and time periods specified in the subcontract. Accounts Payable will not issue final payment without approval from the PI/D
VII. APPENDICES

Appendix A: Subaward Request Form and Directions for Completion
Must be signed by PI or their designee in order to issue new Subaward.

Appendix B: Assigning Numbers to Subawards/Subcontracts
A brief explanation of the way subawards/subcontracts are numbered

Appendix C: Subrecipient Risk Assessment Form
Form used to assess risk factors related to new Subcontractor organization and during Annual Audit Reviews.

Appendix D: Model (Domestic) Subcontract Agreement

Appendix E: FAR/DFARS Clauses
A list of FAR/DFARS clauses typically incorporated by reference in UMCP Federal prime contracts (with certain exceptions and agency substitutions as appropriate)

Appendix F: 2 CFR 200 – Applicability Chart
This matrix shows which portions of the Uniform Guidance (2 CFR 200) apply to federal financial assistance awards, subawards, contracts, and subcontracts issued to educational institutions, state, local or Federally recognized Indian Tribal governments, and other nonprofits.

Appendix G: Subcontract Modification Form
The template ORA uses to issue a modification to an existing subcontract.

Appendix H: Certificate of Current Cost or Pricing Data
The form which asks the Subcontractor to certify the validity of the subcontract budget when Subcontract amount is $700,000 ($750,000 after 10/1/15) or more.

Appendix I: Subcontractor’s Final Inventory of Property (Agency specific form if needed)
Form required upon close-out of subcontract.

Appendix J: Final Report of Subcontractor Inventions (Agency specific form if required)
Form required (if applicable) upon close-out of subcontract.

Appendix K: Subaward Release of Claims
Form required upon close-out of subcontract.

Appendix L: Principal Investigator Subaward Closeout Authorization
Statement from the Principal Investigator that the work is completed and all technical reports have been received and all costs submitted, reviewed, and approved, including cost sharing

Appendix M: Invoice Checklist
Tool for use by Department Administrator at Closeout to verify all documentation has been received.

Appendix N: Layout of Subcontract file structure
This form has been updated on 22 December 2016. It supersedes ALL previous versions.

Office of Research Administration

SUBAWARD REQUEST FORM

www.ora.umd.edu

Please email this completed and signed form with all required documentation to the Subaward Administrator at orasubaward@umd.edu.

SECTION I: Funds Requested, Period of Performance, and Back-up Documentation

<table>
<thead>
<tr>
<th>KFS Account Number:</th>
<th>Subaward No. (TBD):</th>
<th>Sub Admin Initials:</th>
</tr>
</thead>
</table>

Subrecipient Full Legal Name (no abbreviations):

Project Title:

Dates and Budget

<table>
<thead>
<tr>
<th>Initial Period</th>
<th>Total Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>Start Date</td>
<td></td>
</tr>
<tr>
<td>End Date</td>
<td></td>
</tr>
<tr>
<td>Funding Amount</td>
<td></td>
</tr>
</tbody>
</table>

Attachments to be provided: Check all that apply

- [ ] Current Statement of Work
- [ ] Current Budget
- [ ] Current Budget Justification
- [ ] Equipment costing $5,000 or more per item.
- [ ] Federally Approved F&A Rate Agreement, if applicable or explanation of MTDC or TDC rate
- [ ] Cost Sharing Obligation, if applicable. Amount committed $ __________________
- [ ] IRB Approved Protocol
- [ ] IACUC Approved Protocol
- [ ] Export Control
- [ ] Intellectual Property Waiver
- [ ] IDC collected by UM on subaward costs does NOT match KFS account rate (MTDC or TDC). (Attach explanation)

NOTE: A subrecipient which has not previously received a subaward from UM must be reviewed by ORA’s internal Subrecipient Monitoring and Oversight Committee review (SMOCr) process. Additional time will be required to process such a subaward request.

SECTION II: Subrecipient Contact Information

Administrative Point of Contact

Name: ___________________________ Address: ___________________________
Phone: __________________________ Email: ___________________________

Subrecipient Principal Investigator

Name: ___________________________ Phone: __________________________
Email: ___________________________

SECTION III: UM Contact Information

UM Administering Department: ___________________________

UM Principal Investigator ___________________________ Department Business Contact

Name: ___________________________ Phone: __________________________
Email: ___________________________
### SECTION IV: Payment and Reporting Requirements

**Invoicing:**
- **Cost Reimbursement** - Invoice shows expenses by category throughout period of performance.
- **Fixed Price** - Attach a schedule showing deliverables, due dates, and dollar amounts. Final payment is withheld until receipt of all deliverables. Prior agency approval may be needed if subaward is fixed price and >= $150,000.

**Financial:**
- Invoice Frequency (monthly, quarterly, other)
- Final Invoice/Final Financial

**Technical:**
- Progress
- Annual
- Final

**Invention:**
- Progress
- Final

**Property:**
- Final

**Due Dates:**
- Final Invoice/Final Financial Due Date: __________________
- Progress Due Dates: __________________
- Annual Due Dates: __________________
- Final Due Date: __________________

**Invention:**
- Progress Due Dates: __________________
- Final Due Dates: __________________

**Property:**
- Final Due Date: __________________

**NOTE:** Attach an explanation of any unique requirements or terms and conditions to be incorporated into this Subaward Agreement in addition to any terms which will flow down from the Prime Award.

### SECTION V: Budget Information for PI Approval

The PI must review and approve each of the subrecipient’s proposed costs in the categories below to verify reasonableness, allowability, and allocability in accordance with the subrecipient’s proposed scope of work.

Indicate all costs included in the subrecipient’s budget.
- [ ] Salary/Level of Effort
- [x] Fringe benefits
- [ ] Equipment
- [x] Materials and Supplies
- [ ] Travel
- [x] Other Direct Costs
- [ ] Subcontracts
- [x] Indirect Costs

Select type: **Select one**

### SECTION VI: Subaward vs. Contractor/Vendor Determination

Check all that apply:
- [ ] Subrecipient will carry out a substantive portion of the overall scientific project and is responsible for making related programmatic decisions.
- [ ] Subrecipient does not perform similar work on a commercial basis for multiple buyers procuring goods and services.
- [ ] Subrecipient will adhere to the flow down terms and conditions of the prime award and retain data and invention rights to deliverables.
- [ ] Subrecipient may seek to publish or co-author research results in professional scientific journals.
- [ ] Subrecipient is contributing identifiable cost share to the project which is not reimbursed by the University of Maryland.
- [ ] Subrecipient’s key personnel are identified by name in the University of Maryland proposal to the prime sponsor.
- [ ] Subrecipient will retain data and patent rights for research results either solely or jointly created.

### SECTION VII: Sole/Single Source

**NOTE:** Complete only if the prime award from the sponsor to UM is a contract.

- Subrecipient was selected **without seeking competitive bids**. Attach a separate sheet justifying your selection of this provider based on expertise, location, unique facilities, cost, etc.
- Subrecipient was selected using **competitive bids**. Attach a separate sheet including the: 1) name and address of each subcontractor submitting a bid; 2) total cost proposed by each bidder; and 3) reason for selection of current subrecipient.

### SECTION VIII: Principal Investigator/Authorized Designee Approval

I have reviewed the technical and cost proposals for this subrecipient and based upon my professional experience and analysis of costs or prices proposed, find them to be appropriate, fair, and reasonable for the work to be done.

Signature __________________________ Date __________________
SECTION I – FUNDS REQUESTED/PERIOD OF PERFORMANCE/BACK-UP DOCUMENTATION

KFS Account Number:
- KFS account charged for Subaward costs

Subaward Number:
- Leave Blank – Assigned by Subaward Administrator

ORA Sub Administrator Initials:
- Joyce Jung, Sue Gossman, or Barbara O’Malley (See ora.umd.edu/staff and click on “Subawards”)

SUBRECIPIENT Full Legal Name:
- Spell out entire proper name of Subrecipient. If work is performed by a unit/department/division within a larger organization, and the larger organization has signature authority for the unit/department/or division, the larger organization should be named as the SUBRECIPIENT.

Project Title:
- Title of Project as it appears in COEUS

Dates and Budget:
- Initial Period: Fill in the Start and End Date and Authorized funding for the first Project Year
- Total Project: Fill in the “anticipated” Start and End Date and Subaward funding for the entire project

Attachments to be provided - Check each box that applies.

NOTE: IDC will ordinarily be collected on the first $25,000 of each Subaward at the same rate shown on the COEUS account supporting the Subaward. If $0 IDC or an IDC rate other than what appears on the COEUS account is to be applied to the first $25,000 of this Subaward, check the final box titled “IDC collected by UM”. Provide a copy of a) the ORA Approved IDC Rate Waiver or b) a note of explanation as to why the full IDC rate should not be collected on the first $25K of the Subaward.

SECTION II – SUBRECIPIENT CONTACT INFORMATION (Authorized Signatory and Lead PI)

SECTION III – UM CONTACT INFORMATION (Authorized Signatory and Lead PI)

SECTION IV – PAYMENT AND REPORTING REQUIREMENTS

Invoicing: Default to “Cost Reimbursement”. Prior to choosing “Fixed price”, contact designated Subaward Administrator to discuss and determine if agency approval is needed. When issuing a “Fixed Price” Subaward, Principal Investigator must provide a “Deliverables Schedule” providing specific due dates and the payable dollar amount for each. Always attach Final Payment to receipt of Final Deliverable/Technical Report.

Technical: Check Prime Award for required frequency (monthly, quarterly, annually, final)

SECTION V – BUDGET INFORMATION FOR PI APPROVAL (Check all that apply to current budget)

SECTION VI: SUBAWARD vs CONTRACTOR (i.e. Vendor) DETERMINATION (Check if applicable)

SECTION VII – SOLE/SINGLE SOURCE (ONLY APPLIES IF PRIME AWARD IS A CONTRACT)
Check COEUS award module main screen under “Award Type” for this information.

SECTION VIII – PRINCIPAL INVESTIGATOR/AUTHORIZED DESIGNEE APPROVAL
Do not sign and submit request to ORA Subaward Unit until all attachments and information can be provided.
Assignment of Subcontract Numbers

The unique number assigned to each Subcontract will follow the following protocol:

- The first character denotes whether the sponsor of UMCP’s Prime Contract is Federal or Non-Federal
  - “Z” = Federal Prime Sponsor
  - “Q” = Non-Federal Prime Sponsor
- The next five digits are the last 5 digits of the COEUS account number for the award which is supporting a Subcontract
- Federal Accts begin with 52-xxxxx and Non-Federal accounts begin with 43-xxxxx
- The last two digits (01-99) is added consecutively as each new Subaward is issued under the same COEUS account
- As modifications are issued, they are assigned a letter of the alphabet in consecutive order (Mod A, Mod B, etc.)

Examples:

Subcontract Number Z6026011
- Z=Prime Sponsor is Federal
- COEUS account number = 52-60260
- 11=This is the 11th Subaward written under COEUS account number 5260260

Subcontract Number is Q2682102
- Q=Prime Sponsor is Non-Federal
- COEUS account number = 43-26821
- 02=This is the 2nd Subaward written under COEUS account number 4326821
Subrecipient Name: ________________________________
Sponsor: ________________________________
EIN: ________________________________
DUNS: ________________________________
Date: ________________________________
Risk Level Assigned: ________________________________
Suspended/Debarred List: ________________________________
Yes/No (initials/date checked) ________________________________
Is A-133 Required? Yes          No

Assign an assessment rating (0, 1 or 2) for each Criteria listed below.

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Lower Risk</th>
<th>Higher Risk</th>
<th>Weight</th>
<th>Assessment 0 = low</th>
<th>Weighted Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Foreign or Domestic</td>
<td>Domestic</td>
<td>Foreign</td>
<td>4</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Maturity of Subrecipient's Organization</td>
<td>Mature</td>
<td>Start-up</td>
<td>4</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Organization Type</td>
<td>University or non-profit</td>
<td>Industry</td>
<td>4</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Audit Report</td>
<td>A-133</td>
<td>No Audit Report</td>
<td>4</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Accounting Systems Established</td>
<td>Yes</td>
<td>No</td>
<td>4</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Prime Award Type</td>
<td>Grant/Cooperative Agreement</td>
<td>Contract</td>
<td>3</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Amount of Subaward</td>
<td>Total cost is ≤ $499,999</td>
<td>Total Cost is ≥ $500,000</td>
<td>3</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Percentage of UMD Award Subawarded</td>
<td>Total cost is ≤ 49%</td>
<td>Total Cost is ≥ 50%</td>
<td>3</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Federally Approved Procurement Systems</td>
<td>approved</td>
<td>Not approved / ad hoc</td>
<td>3</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Federally Approved Indirect Cost Rate Agreement</td>
<td>Yes</td>
<td>No</td>
<td>2</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Prior experience working with College Park?</td>
<td>Previous positive experience</td>
<td>New Subrecipient, or previous negative experience</td>
<td>2</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>UMD Sponsor Type</td>
<td>Private or Foundation</td>
<td>Government</td>
<td>2</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Special Considerations: up to an additional 8 points; e.g. high $</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Low = 0 - 34
High = 60 - 74
Medium =35 - 59
Nuclear = 75+
Bumped to Next Level? Y    N
(circle one)

Total Risk Score: 0.0

Documents Reviewed:

Comments

Resolution

Rev. 9.2.14
UNIVERSITY OF MARYLAND
COLLEGE PARK, MARYLAND 20742

SUBAWARD No. XXXXXX—Q/ZXXXXXXXX

This Subaward, by and between the University of Maryland, College Park, ("UM") a public corporation and instrumentality of the State of Maryland, located at College Park, Maryland 20742, (hereinafter referred to as "UM") and XXXXXXXXX, EIN No. XXXXXXXX (hereinafter referred to as "SUBAWARDEE").

WITNESSETH

WHEREAS, UM in furtherance of its education and research mission is the recipient of funds from XXXXXXXXX (hereinafter referred to as Prime Sponsor); and

UM is desirous of engaging SUBAWARDEE to provide work associated with the Project titled "XXXXXXXXXXXXXXX" under:

Prime Award No. XXXXXX (FAIN No. XXXXXXX)
CFDA No. XX.XXX, CFDA Program Named XXXXXXXX
Awarded to UM: $XXXXXXX
Federal Issue Date: XX/XX/XXXX
Research and Development Award: [ ] Yes [ ] No
Subject to FFATA: [ ] Yes [ ] No

WHEREAS, SUBAWARDEE is prepared and willing to provide the aforementioned work,

NOW THEREFORE, in consideration of the above premises and of the mutual promises and other good and valuable considerations set forth below, UM and SUBAWARDEE agree as follows:

1. STATEMENT OF WORK

SUBAWARDEE agrees to furnish work to be done under this Subaward in accordance with its proposal and budget incorporated herein as Attachment A.

2. PERIOD OF PERFORMANCE

The period of performance of this Subaward shall be XXXXXX through XXXXXX.

3. KEY PERSONNEL

The following SUBAWARDEE individual(s) are considered key personnel essential to the work under the Subaward. SUBAWARDEE will notify UM in writing of any changes in key personnel. Any change in the individual(s) or their level of effort requires written modification to this Subaward.

XXXXXXXXXX
POINTS OF CONTACT & SUBAWARD INFORMATION

The following serve as the representatives of UM and SUBAWARDEE in the areas indicated:

(a) For UM:

(i) **TECHNICAL REPRESENTATIVE**
   Name/Title
   Address 1
   Address 2
   Address 3
   Address 4
   Phone
   Email

(ii) **ADMINISTRATIVE REPRESENTATIVE**
   Name/Title  XXXXXXXX
   Address 1  Office of Research Administration
   Address 2  3112 Lee Building
   Address 3  University of Maryland, College Park
   Address 4  College Park, Maryland  20742-5141 USA
   Phone      (301) 405-XXXX
   Email      XXXXXXXX@umd.edu

(b) For SUBAWARDEE:

(i) **ORGANIZATION INFORMATION**
   Address 1
   Address 2
   Address 3
   Address 4
   Zip Code +4

   Congressional District
   EIN
   DUNS
   Parent Organization Name
   Parent DUNS

   Is the Subawardee currently registered in [SAM.gov]?  ☐ Yes  ☐ No

   Is Subawardee exempt from reporting compensation?  ☐ Yes  ☐ No
   If no, complete the Reporting of Total Compensation of Subrecipient Executives  Appendix.
(ii) TECHNICAL REPRESENTATIVE

Name/Title
Address 1
Address 2
Address 3
Address 4
Phone
Email

(III) ADMINISTRATIVE REPRESENTATIVE

Name/Title
Address 1
Address 2
Address 3
Address 4
Phone
Email

(iv) PLACE OF PERFORMANCE (ZIP+4 required)

Name/Title
Address 1
Address 2
Address 3
Address 4
Phone
Email
Congressional District of Performance Location

(V) REMITTANCE ADDRESS (Zip + 4 required)

Name/Title
Address 1
Address 2
Address 3
Address 4
Phone
Email

If you prefer payment via Electronic Funds Transfer rather than a paper check, please complete the “Comptroller of Maryland Authorization Agreement for Electronic Funds Transfers” (Sections A and C) found at:
http://comptroller.marylandtaxes.com/Vendor_Services/Accounting_Information/Electronic_Funds_Transfer/

Do not return the EFT application to the University of Maryland. It must be faxed (410-260-6214) or mailed directly to the Comptroller’s Office per the instructions.
4. INVOICING AND PAYMENT

(a) UM hereby awards a Cost Reimbursement Subaward in an amount not to exceed $XXXX. The budget for the proposed work reflects the following indirect cost rate:
   [ ] a federally negotiated rate of ______% (MTDC or TDC)
   [ ] a de minimis rate of 10% MTDC
   [ ] Other Rate of ______% (MTDC or TDC)

   OR

(b) UM hereby awards a firm-fixed-price Subaward in an amount not to exceed $XXXX to SUBAWARDEE. The budget for the proposed work reflects the following:
   [ ] a federally negotiated rate of ______% (MTDC or TDC)
   [ ] a de minimis rate of 10% MTDC
   [ ] Other Rate of ______% (MTDC or TDC)

[NOTE: Fixed Subcontracts issued under a UG federal Prime Award requires “prior approval” from the Prime Sponsor and cannot exceed $150,000. Must have been justified in the proposal. Check agency guidelines to determine if must be approved post award as well.]

[If prime is a federal cost reimbursement contract or federal grant/cooperative agreement referencing the Uniform Guidance, site the reference as it appears in the Prime Award.] Allowability of costs is determined in accordance with the applicable award and agency specific guidelines, and OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR, Part 200, et al.)

[FIXED PRICE CONTRACTS do not fall under the Cost Principles of the UG. If a FIXED PRICE subaward is issued, then insert one of the following:]

[ADD if Subawardee is an educational institution] Allowability of costs is determined in accordance with FAR at 48 CFR Part 31.3 – Contracts with Educational Institutions.

[ADD if Subawardee is non-profit organization other than an educational institution, hospital, or local, federal or federally recognized Indian Tribal government.] Allowability of costs is determined in accordance with FAR at 48 CFR Part 31.7 Contracts with Nonprofit Organizations.

[ADD if Subawardee is a State, local, or federally recognized Indian Tribal Government.] Allowability of costs is determined in accordance with FAR at 48 CFR Part 31.6 - Contracts with State, Local, and Federally Recognized Indian Tribal Governments.
[ADD if Prime Award is either a Grant or Contract and Subawardee is a hospital regardless if prime under UG or not] Allowability of costs is determined in accordance with 45 CFR Part 74 Appendix E entitled “Principles for Determining Cost Applicable to Research and Development under Grants and Contracts with Hospitals.”

[Always ADD if Subawardee is a commercial entity regardless if prime award is grant, coop agreement or contract] Allowability of costs is determined in accordance with 48 CFR Part 31.2 – Contracts with Commercial Organizations.

(b) Funds provided by this action represent the total amount obligated under this Subaward.

OR

This SUBAWARD will be incrementally funded based on scientific progress and availability of funds for a total estimated cost of $XXXXX.

(c) UM shall pay SUBAWARDEE on a cost reimbursement basis not more often than monthly for allowable costs.

OR

UM shall pay SUBAWARDEE on a Fixed Price basis in accordance with the payment schedule shown in Attachment XX.

(d) SUBAWARDEE shall submit invoices electronically in general accordance with its approved budget and payment schedule to UM at apadmin@umd.edu

If submitting invoices by mail, send to:

Accounts Payable
3101 Chesapeake Building
University of Maryland
College Park, MD  20742

For Billing Inquiries call:  301-405-2644.

[For Federal Cost Reimbursement subawards]

(e) All cost reimbursement invoices shall be submitted using SUBAWARDEE’S standard federal invoice format showing expenses broken out by general cost categories and current and cumulative costs to date. All invoices must include the complete Subaward Number, SUBAWARDEE’S Federal ID Number and the following certification:

“By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate and expenditures, disbursements and cash receipts are for the purpose and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any materials fact, may subject me to criminal or administrative
penalties for fraud, false statements, false claims or otherwise.”

Invoices that do not reference UM’s complete Subaward Number shall be returned to SUBAWARDEE. Expenditures of SUBAWARDEE shall conform to budget in Attachment A. All payments will be in U.S. dollars. Non-compliance with these instructions may result in the withholding of payment.

[For Non-Federal Cost Reimbursement Subaward]

(e) All cost reimbursement invoices shall be submitted using SUBAWARDEE’S standard federal invoice format showing expenses broken out by general cost categories and current and cumulative costs to date. All invoices must include the complete Subaward Number, SUBAWARDEE’S Federal ID Number and the following certification:

“I certify that the above invoice is just and correct and that payment has not been received for the costs shown.”

Invoices that do not reference UM’s complete Subaward Number shall be returned to SUBAWARDEE. Expenditures of SUBAWARDEE shall conform to budget in Attachment X. All payments will be in U.S. dollars. Non-compliance with these instructions may result in the withholding of payment.

OR

[For Federal Fixed Price subawards]

(e) All fixed price invoices shall be submitted showing current and cumulative costs to date. All invoices must include the complete Subaward Number, SUBAWARDEE’S Federal ID Number, and the following certification:

“By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate and expenditures, disbursements and cash receipts are for the purpose and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any materials fact, may subject me to criminal or administrative penalties for fraud, false statements, false claims or otherwise.”

Invoices that do not reference UM’s complete Subaward Number shall be returned to SUBAWARDEE. Expenditures of SUBAWARDEE shall conform to budget in Attachment X. All payments will be in U.S. dollars. Non-compliance with these instructions may result in the withholding of payment.

[If Non-Federal Fixed Price Subaward]

(e) All fixed price invoices shall be submitted showing current and cumulative costs to date. All invoices must include the complete Subaward Number, SUBAWARDEE’S Federal ID Number, and the following certification:
“I certify that the above invoice is just and correct and that payment has not been received for the costs shown.”

Invoices that do not reference UM’s complete Subaward Number shall be returned to SUBAWARDEE. Expenditures of SUBAWARDEE shall conform to budget in Attachment X. All payments will be in U.S. dollars. Non-compliance with these instructions may result in the withholding of payment.

(f) A final invoice, marked “FINAL,” must be submitted NOT LATER THAN XXXXX days after Subaward end date to be honored by UM. All payments shall be provisional subject to adjustment within the total obligation or authorized amount in the event such adjustment by the prime sponsor is necessary as a result of an audit finding against the SUBAWARDEE.

(g) Total Cost Sharing required under this Subaward in the amount of $_______ to be reported [___] Monthly [___] Quarterly [___] Annually and/or [___] upon termination.

OR

Total Cost Sharing required under this Subaward is $XXXXX. Cost Sharing is to be reported on each invoice.

OR

Cost sharing is not required under this Subaward.

(h) SUBAWARDEE shall obtain prior written approval from UM when proposing to subaward or subcontract out any work under the current agreement. This provision does not apply to the purchase of supplies, materials, or general support services (except if contemplating purchase of equipment with a per item cost of $5000 or more.)

5. PERFORMANCE

The SUBAWARDEE will provide best efforts in performing the work under this Subaward and services will be rendered at a level commensurate with professional standards acceptable in the discipline and within the scope of the project.

6. REPORTS

The SUBAWARDEE shall submit the following reports:
APPENDIX D
Subaward No. Z/QXXXXXXXX

<table>
<thead>
<tr>
<th>TYPE</th>
<th>FREQUENCY AND/OR DUE DATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technical Progress/Status</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Final</td>
</tr>
<tr>
<td>Financial Invoices</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Final Invoice</td>
</tr>
<tr>
<td>Invention/Patent</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Final</td>
</tr>
<tr>
<td>Property Annual</td>
<td>Due XX days prior to anniversary date, beginning with project year in which capital property is purchased. (See Attachment C)</td>
</tr>
<tr>
<td></td>
<td>Final</td>
</tr>
<tr>
<td></td>
<td>If applicable within XX days of termination date (See Attachment C).</td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
</tbody>
</table>

Email Technical reports to UM’s Technical Representative as shown in Article 4(a)

Email all Invoices and reimbursement questions to: apadmin@umd.edu
Accounts Payable Office
Manager, Jacqueline Kilgore
Phone: 301-405-2640
FAX: 301-405-7544

Email Invention Disclosures/Patent Reports to: otc@umd.edu
Office of Technology Commercialization
Executive Director: Dr. Varma Gayatri
Phone: 301-405-3947
FAX: 301-314-9502

Email Property Reports to: glogan@umd.edu
Property Control Office
Property Control Manager, Gertrude Logan
Phone: 301-405-4904
FAX: 301-314-9889

7. ASSIGNMENT OF RIGHTS

SUBAWARDEE shall not assign or transfer its rights or obligations hereunder without the prior written approval by the Administrative Representative of UM. Purchase of a controlling interest in SUBAWARDEE by a third party shall be deemed an assignment.

8. EQUIPMENT

(CHOOSE ONE BELOW; DELETE UNUSED)
APPENDIX D
Subaward No. Z/QXXXXXXX

No funds authorized for the purchase of equipment. Should SUBAWARDEE contemplate purchase of capitalized equipment with a per unit cost of $5,000 or more, prior approval by UM administrative contact is required.

AND

[Federal Contract] Title to capitalized equipment costing $5,000 or more per unit and having a useful life of more than one year which is acquired or fabricated by the SUBAWARDEE with funds awarded under this Subaward and in accordance with applicable terms and conditions shall vest with UM. Within 30 days following termination, the SUBAWARDEE may submit a written request to the UM Administrative Representative requesting title. The final disposition of title to such equipment shall be at the discretion of the UM Administrative Representative.

OR

[Federal Grant] Title to capitalized equipment costing $5,000 or more per unit and having a useful life of more than one year which is purchased or fabricated by the SUBAWARDEE under this Subaward shall unconditionally vest in the SUBAWARDEE upon acquisition without further obligation to UM or the Prime Sponsor in accordance with applicable terms and conditions.

AND/OR

The following items of government furnished property are being provided by UM to the SUBAWARDEE for use in performance of the work under this Subaward:

XXXXX

It shall be the responsibility of the SUBAWARDEE to comply with the requirements of the prime award in the return of any Government furnished equipment received during the performance of this Subaward.

The SUBAWARDEE shall establish and maintain property management standards for Government property and otherwise manage such property as set forth in 48 CFR 45.5.

9. INTELLECTUAL PROPERTY

(a) Research Results means all data, inventions, discoveries, copyrightable works, software, tangible materials and information that are conceived of, first reduced to practice, collected or created in the performance of the Statement of Work and funded under this Subaward.

(b) Subject to any rights of the Prime Sponsor the following shall apply: SUBAWARDEE will own all rights, title to and interests in any and all Research Results that are created, conceived of, reduced to practice or authored solely by SUBAWARDEE employees (“SUBAWARDEE Research
APPENDIX D
Subaward No. Z/QXXXXXXXX

Results”). UM will own all rights, title to and interests in any and all Research Results that are created, conceived of, reduced to practice or authored solely by UM employees (“UM Research Results”).

(c) SUBAWARDEE and UM will jointly own all rights, title to and interests in any and all Research Results that are created, conceived of, reduced to practice or authored jointly by SUBAWARDEE and UM employees (“Joint Research Results”).

(d) SUBAWARDEE will disclose its Research Results to UM as soon as possible after receiving a written disclosure or similar notice of Research Results from its inventors.

(e) SUBAWARDEE agrees to grant and hereby grants an irrevocable, nonexclusive, nontransferable, non-assignable, royalty-free right and license in Research Results of which it is the exclusive owner pursuant to Section 10(b) to UM for its use solely in support of non-commercial research or educational purposes and to the extent required to meet UM’s obligations to the Prime Sponsor.

10. CONFIDENTIAL INFORMATION

(a) Each party will maintain in confidence any confidential information owned by one and accepted by the other during the course of the Subaward.

(b) Acceptance by one party of the other’s confidential information (as evidenced by receipt thereof without objection within 30 days), means that party agrees to exercise reasonable efforts:
   i. not to publish or otherwise reveal said confidential information to third parties without the permission of the other;
   ii. not to discuss the confidential information to persons not having a "need to know";
   iii. to use the confidential information only in fulfillment of obligations hereunder.

(c) Confidential information must be marked or designated in writing on its face page as proprietary or confidential. If disclosed orally, confidential information shall be reduced to writing by the disclosing party and forwarded to the receiving party’s Technical Representative named in Article 4 within fifteen (15) business days.

(d) Each party retains the right to refuse to accept any such confidential information which it does not consider to be essential to performance of research pursuant to this Subaward, or which it believes to be improperly designated. The parties agree that no classified information will be exchanged under this agreement.

(e) "Confidential Information" is hereby defined as drawings, disclosures, designs, data, reports, calculations, models, component parts, patent applications, software, software models, trade secrets, proprietary data, product designs and
developments, research reports, market studies and plans, confidential business information or the like, but shall not include information which: (1) the receiving party develops independently and without the benefit of Confidential Information of the disclosing party; (2) is in the knowledge or possession of one party at the time of disclosure by one to the other and proof thereof is made promptly; (3) is now or hereafter becomes public knowledge; (4) is subsequently received without binder of secrecy by one party from a third party, not owing obligations of secrecy to the other party; (5) the receiving party is obligated to produce to comply with applicable laws or regulations, including the Maryland Public Information Act, or pursuant to an order of a court of competent jurisdiction or a valid administrative or congressional subpoena provided the receiving party notifies the disclosing party prior to making such a disclosure so that the disclosing party may take appropriate action.

(f) Except as otherwise provided herein, neither party will sell, use, disclose, publish or make copies of the confidential information or disclose the confidential information to any third party without the prior written approval of the owning party.

11. EXPORT CONTROL

(a) The SUBAWARDEE shall comply with all applicable U.S. export control laws and regulations, specifically including, but not limited to, the requirements of the Arms Export Control Act, including the International Traffic in Arms Regulation (ITAR), and the Export Administration Act, including the Export Administration Regulations (EAR), as well as the applicable regulations of the Office of Foreign Assets Control (OFAC) (collectively, “Export Control Regulations”).

(b) The parties do not anticipate the need to disclose to each other technical data or information, whether in a tangible or intangible form, that are subject to Export Control Regulations. Should one party believe it is necessary to disclose technical data or information that are controlled under Export Control Regulations, the Disclosing Party shall notify the Recipient’s Export Compliance Officer and provide specific identifying references as to the part of the EAR, ITAR, or other regulations under which the materials are qualified as “export controlled.” No transfer of controlled materials will occur without the prior written consent of the Recipient’s Export Compliance Officer. Neither party is obligated to accept Export Controlled technical data or information. The Receiving Party will incur no liability if it elects not to accept export controlled technical data or information.

12. PUBLICATION

(a) Nothing in this agreement is intended to interfere with either party’s right to publish, present or otherwise disseminate papers and information relating to the results arising from this Subaward.

(b) Prior to submission for publication or public presentation of a manuscript or abstract describing Research Results, the SUBAWARDEE shall send a copy of the proposed manuscript or abstract to the UM Technical Contact. Within thirty (30)
days of UM’s receipt of the manuscript or abstract, UM shall identify, in writing, for
the publishing party specific information in the manuscript of abstract that UM
identifies as patentable or Confidential Information. If UM does not respond within
the thirty (30) day review period, SUBAWARDEE may proceed with
release/publication of the proposed manuscript.

(c) SUBAWARDEE shall comply with all publication requirements listed in the terms
and conditions of the Prime Award incorporated as Attachment B.

13. TERMINATION

(a) The performance of work under this Subaward may be terminated by UM for
convenience with thirty (30) days written notice, in whole or in part, if UM
determines that termination is in its best interest. UM will pay all reasonable costs
associated with this Subaward incurred by SUBAWARDEE up to the date of
termination.

(b) [If Prime Award is a Contract] In the event of default or deficient performance on
the part of the SUBAWARDEE due to gross negligence, willful misconduct, or
material failure to meet its obligations under this Subaward, performance by
SUBAWARDEE may be terminated by UM with an immediate written STOP WORK
notice to SUBAWARDEE. If the SUBAWARDEE has not cured the breach within
ten (10) days, termination shall take effect. SUBAWARDEE may present UM with
a final statement of expenses and non-cancellable commitments up to the date of
termination and the parties will negotiate an equitable settlement proportionate to
the deliverables received from the SUBAWARDEE by UM upon termination.
Under this clause, UM will only reimburse for those costs to the SUBAWARDEE
which are allowed and reimbursed to UM by the Prime Sponsor.

OR

[If Prime Award is Grant/CoopAgmt] In the event of termination of this Subaward
due to SUBAWARDEE’S gross negligence, willful misconduct, or material failure to
meet its obligations under this Subaward, performance by SUBAWARDEE may be
terminated by UM with an immediate written STOP WORK notice to
SUBAWARDEE. If SUBAWARDEE has not addressed the deficiency within ten
(10) days, termination will take effect. SUBAWARDEE may present UM with a final
statement of expenses and non-cancellable commitments up to the date of
termination and the parties will negotiate an equitable settlement proportionate to
the deliverables received from the SUBAWARDEE by UM upon termination.
Under this clause, UM will only reimburse for those costs to the SUBAWARDEE
which are allowed and reimbursed to UM by the Prime Sponsor.

(c) In the event that the GOVERNMENT for any reason terminates work by UM on this
subject matter, then performance by SUBAWARDEE may be terminated by UM by
written notice to SUBAWARDEE under the same terms of termination as are
applied to UM.
14. LIABILITY

(a) [For Profit] UM (its officers, agents and employees) shall not be liable for any injury, damage, or loss to persons or property caused by the negligence or willful misconduct of SUBAWARDEE (its officers, agents and employees) which may arise in the performance of this Subaward. SUBAWARDEE shall indemnify and hold UM (its officers, agents and employees) harmless from any and all claims resulting from negligence of SUBAWARDEE (its officers, agents and employees) in the performance of this Subaward.

OR

[Non-Profit] Neither UM or SUBAWARDEE (their officers, agents and employees) shall be liable for any injury, damage, or loss to persons or property caused by the negligence or willful misconduct of the other party (their officers, agents and employees) which may arise in the performance of this Subaward.

(b) [Federal Prime Award] SUBAWARDEE represents that it carries sufficient liability and personal injury protection insurance coverage to comply with requirements of Federal law and local laws to meet their obligations under this Agreement.

15. AUDIT

(a) Within 15 days following written request by UM, SUBAWARDEE shall make available for inspection and/or audit any and all records related to its performance under this Subaward. Said records are subject to inspection and audit by representatives of UM, the Prime Sponsor, and/or the Comptroller General of the United States during reasonable business hours throughout the term of this Subaward and for the three (3) years immediately following UM's final closeout of Subaward. In the event an audit is initiated by UM during the three (3) years following closeout, SUBAWARDEE agrees to retain any and all records associated with this Subaward until such time as any disputes and appeals arising from an audit of records are resolved. All audit disallowances under this Subaward shall be the responsibility of SUBAWARDEE and shall be reimbursed to UM if payment has already occurred.

(b) [Not for Profit] [If “new” federal prime award references Uniform Guidance, use both paragraphs below]

SUBAWARDEE acknowledges that it is aware of and agrees to comply with the 2 CFR 200. Subpart F – Audit Requirements in the first fiscal year during which the regulations apply to SUBAWARDEE’s organization. If SUBAWARDEE’S Annual federal expenditures meet or exceed $750,000 in the year in which 2 CFR 200 takes effect, SUBAWARDEE agrees to provide UM with the results of a single audit in the following year. If expenditures fall below $750,000, a financial report for the year following the effective date of 2 CFR 200 will be made available upon request by UM.
[If federal prime award does not reference UG, then use:] If not currently under the Uniform Guidance found at 2 CFR 200, Subpart F, SUBAWARDEE acknowledges that it is aware of and agrees to comply with OMB Circular A-133 (if SUBAWARDEE’s annual federal expenditures meet or exceed $500,000 in the prior fiscal year). SUBAWARDEE agrees to provide UM with an A-133 audit report or alternate annual financial report if requested and will advise UM promptly should SUBAWARDEE’S financial records covering the period of this Subaward contain any negative findings related to UM.

OR

(For Profit) [If “new” federal prime award references Uniform Guidance, use both paragraphs below]

SUBAWARDEE acknowledges that it is aware of and agrees to comply with the 2 CFR 200, Subpart F – Audit Requirements in the first fiscal year during which the regulations apply to SUBAWARDEE’s organization. If SUBAWARDEE’S Annual federal expenditures meet or exceed $750,000 in the year in which 2 CFR 200 takes effect, SUBAWARDEE agrees to provide UM with the results of a single audit in the following year. If expenditures fall below $750,000, a financial report for the year following the effective date of 2 CFR 200 will be made available upon request by UM.

[If federal prime award does not reference UG, then use:] If not currently under 2 CFR 200, Subpart F, SUBAWARDEE acknowledges that it is aware of and agrees to comply with the requirements of FAR 52.215-2 Audit and Records – Negotiation. Upon request, SUBAWARDEE agrees to provide UM with financial information related to the most recent independent audit or financial report attesting to the fact that SUBAWARDEE’S records are in accordance with federal cost accounting standards and do not contain any negative findings related to UM.

16. INDEPENDENT CONTRACTOR

UM contracts for the services of SUBAWARDEE as an independent contractor and not as an employee.

17. PUBLICITY

No press release, public service announcement, or advertisement shall be made by SUBAWARDEE containing a reference to UM without their prior written approval.

18. GENERAL PROVISIONS

This Subaward is further governed by the agency specific terms and conditions which are appended hereto and incorporated as Attachment XX.

These provisions are hereby flowed down to SUBAWARDEE. SUBAWARDEE agrees
to perform this work in accordance with said provisions. For purposes of this Subaward, the following terms contained in Attachment B shall have the following meanings: (1) the term SPONSOR, GRANTOR, GOVERNMENT, BUYER, or CLIENT shall mean UM; (2) the term HEAD OF THE AGENCY, AGENCY HEAD, SECRETARY, CONTRACTING OFFICER, or GRANTS OFFICER shall mean the DIRECTOR, OFFICE OF RESEARCH ADMINISTRATION at UM; (3) the term GRANTEE, RECIPIENT, Awardee, CONTRACTOR, SELLER, or VENDOR shall mean SUBAWARDEE.

In the event of inconsistency between the conditions of this Subaward and those of the aforementioned ATTACHMENTS, the inconsistency shall be resolved by giving precedence in the following order: (1) this Subaward (2) the award specific Terms and Conditions, and (3) the Statement of Work and Budget or Payment Schedule.

19. REGULATORY COMPLIANCE

SUBAWARDEE shall comply with all applicable laws, regulations and requirements of the Prime Sponsor, including but not limited to those listed below:

Acceptance of this Subaward constitutes certification that the:

(a) [Federal Prime Award] SUBAWARDEE shall complete electronic annual updates to online representations and certifications at https://www.sam.gov (System for Award Management) see FAR 4.1102 and provide for public viewing of the information.

(b) SUBAWARDEE is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal Department or Agency.

(c) [Federal Prime Award] SUBAWARDEE is not delinquent on any Federal debt.

(d) [Federal Prime] SUBAWARDEE will comply with the requirements of the Drug-Free Workplace Act PL 100-690, Title V, Subtitle D.

(e) [Federal Prime contract] SUBAWARDEE will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. SUBAWARDEE will comply with the requirements of E.O. 11246, as amended by E.O. 11375, implemented by regulations at 41 CFR 60.14. This requirement also applies to each lower tier Subrecipient receiving federal funds.

OR

[Federal prime grant/coop agrmt] SUBAWARDEE will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) and shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. This requirement also applies to each lower tier Subrecipient receiving Federal financial assistance.
(f) [Federal Prime Contract] (If SUBAWARDEE total funding is $10K or more)
SUBAWARDEE shall abide by the requirements of 41 C.F.R. 60-300.5(a) and 41
C.F.R. 60-741.5(a). These regulations prohibit discrimination against qualified
protected veterans, and against qualified individuals on the basis of disability, and
require affirmative action by covered prime contractors and subcontractors to employ
and advance in employment qualified protected veterans and qualified individuals
with disabilities.

(g) SUBAWARDEE will comply with the requirements of the Clean Air Act (42 U.S.C.
7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et Seq.)
as amended.

(h) SUBAWARDEE certifies that no federally appropriated funds have been paid or will
be paid to any person for influencing or attempting to influence an officer or
employee of Congress, or an employee of a Member of Congress in connection
with this Subaward, and that if any funds other than federally appropriated funds
have been or will be paid 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 this
Subaward, SUBAWARDEE shall complete and submit Standard Form LLL,
"Disclosure of Lobbying Activities."

(i) [If the Prime Sponsor funding this Subaward is the National Science
Foundation] SUBAWARDEE has a written policy concerning conflict of interest
that is in compliance with Prime Sponsor’s Policy.

(j) [If Federal Prime Sponsor is PHS agency or other sponsor requiring FCOI]
In compliance with 42 CFR Part 50, SUBAWARDEE has an up-to-date written and
enforced administrative process to identify and manage financial conflicts of
interest with respect to all research projects for which funding is provided under
this agreement. If no such internal policy is in place, SUBAWARDEE has
submitted all required financial information to UM Research Compliance Office for
review prior to undertaking project activities.

(k) SUBAWARDEE certifies that an annual financial accounting or A-133 audit (if
applicable) is performed and that the most recent report contained no findings of
material weakness, material instances of noncompliance, or finding related to any
Subaward involving the University of Maryland.

(l) [If Federal prime award] SUBAWARDEE will comply with the requirements of the
"Contractor Employee Whistleblower Rights and Requirements to Inform
Employees of Whistleblower Rights" (Sep 2013).

(i) SUBAWARDEE and employees working under this Agreement will be subject to
the whistleblower rights and remedies in the pilot program on Subawardee
employee whistleblower protections established at 41 U.S.C. 4712 by section 828
APPENDIX D
Subaward No. Z/QXXXXXXX

and 48 C.F.R. (“FAR”) Subpart 3.9 – Whistleblower Protections for Contractor Employees.

(ii) The SUBAWARDEE shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(iii) The SUBAWARDEE shall insert the substance of this clause, including this paragraph (iii), in all subawards and subcontracts issued under this Agreement.

(m) SUBAWARDEE agrees to notify UM promptly if there is any change of status in any of the above certifications.

20. DISPUTES

The parties agree to use their best efforts to resolve any disagreement that arises out of this Agreement and to forward disagreements to others in their organization for resolution when necessary prior to seeking remedy by law. In the event a dispute shall arise that is not resolved directly by the parties’ representatives, each party shall bear their own costs associated with seeking third party dispute resolution whether through arbitration or a court of law.

21. GOVERNING LAW

This Agreement, and any disputes arising under it, shall be governed by and construed in accordance with the laws of the State of Maryland, which shall be the forum for any legal actions arising from or incident to this Agreement. Pending resolution of any dispute, SUBAWARDEE shall proceed diligently with the performance of its obligations under this Agreement.

OR

[If Subrecipient is a State educational institution/government agency outside of Maryland]

This Agreement, and any disputes arising under it, shall be resolved in a court of competent jurisdiction without giving effect to the Parties’ conflict of laws principles. Pending resolution of any dispute, the SUBAWARDEE shall proceed diligently with the performance of its obligations under this Agreement.

22. ADMINISTRATIVE NOTICES

All notices or requests issued by the parties under this Agreement shall be directed to the Administrative Contacts named in Article 4. The parties agree that either or both may elect to conduct their transactions, execute, transmit, and store this agreement by electronic means including, but not limited to, facsimile, transmission to or by computer
link, modem, or other electronic communication device. The parties agree that an electronic record or copy of this document shall be given the same accord as an executed original. Either party may also elect to conduct some or all transactions by non-electronic means.

23. ENTIRE SUBAWARD

This Subaward represents the entire understandings of UM and SUBAWARDEE, and can only be modified in writing and duly executed by both parties.

FOR NAME OF SUBAWARDEE

By: __________________________
(Subawardee’s signature)

Name: __________________________
Title: __________________________
Date: __________________________

FOR UNIVERSITY OF MARYLAND

By: __________________________
(UM’s signature)

Name: __________________________
Title: __________________________
Date: __________________________
The names and total compensation of the five most highly compensated officers of the entity(ies) must be listed if— (i) the entity in the preceding fiscal year received— (I) 80 percent or more of its annual gross revenues in Federal awards (federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements); AND (II) $25,000,000 or more in annual gross revenues from Federal awards; and (ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

If the subaward entity is not exempt from reporting executive compensation, complete the information below.

<table>
<thead>
<tr>
<th>Officer 1 Name</th>
<th>Officer 1 Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Officer 2 Name</td>
<td>Officer 2 Compensation</td>
</tr>
<tr>
<td>Officer 3 Name</td>
<td>Officer 3 Compensation</td>
</tr>
<tr>
<td>Officer 4 Name</td>
<td>Officer 4 Compensation</td>
</tr>
<tr>
<td>Officer 5 Name</td>
<td>Officer 5 Compensation</td>
</tr>
</tbody>
</table>
### Clause No. | Title
---|---
52.202-01 | Definitions (July 2004)
52.203-03 | Gratuities (Apr 1984)
52.203-05 | Covenant Against Contingent Fees (Apr 1984)
52.203-07 | Anti-Kickback Procedures (Oct 2010)
52.203-08 | Cancellation, Recission, and Recovery of Funds for Illegal or Improper Activity (Jan 1997)
52.203-10 | Price or Fee Adjustment for Illegal or Improper Activity (Jan 1997)
52.203-12 | Limitation on Payments to Influence Certain Federal Transactions (Oct 2010)
52.204-04 | Printed or Copied Double-Sided on Recycled Paper (Aug 2000)
52.209-06 | Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010)
52.211-15 | Defense Priority and Allocation Requirement (Apr 2008)
52.215-08 | Order of Precedence - Uniform Contract Format (Oct 1997)
52.215-10 | Price Reduction for Defective Cost or Pricing Data (Oct 1997)
52.215-15 | Pension Adjustments and Asset Reversions (Oct 2004)
52.215-17 | Waiver of Facilities Capital Cost of Money (Oct 1997)
52.215-18 | Reversion or Adjustment of Plans for Postretirement Benefits (FRB) Other Than Pension (Jul 2005)
52.215-21 | Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications (Oct 1997)
52.216-11 | Cost Contract - No Fee (Apr 1984)
52.216-15 | Predetermined Indirect Cost Rates (Apr 1998)
52.222-03 | Convict Labor (Jun 2003)
52.222-21 | Prohibition of Segregated Facilities (Feb 1999)
52.222-26 | Equal Opportunity (Mar 2007)
52.222-35 | Equal Opportunity for Veterans (Sept 2010)
52.222-36 | Affirmative Action for Workers with Disabilities (Oct 2010)
52.222-37 | Employment Reports on Veterans (Sept 2010)
52.222-38 | Combating Trafficking in Persons (Feb 2009)
52.223-06 | Drug-Free Workplace (May 2001)
52.224-01 | Privacy Act Notification (Apr 1984)
52.225-13 | Restrictions on Certain Foreign Purchases (Jun 2008)
52.226-01 | Utilization of Indian Organizations and Indian-Owned Economic Enterprises (Jun 2000)
52.227-02 | Notice and Assistance Regarding Patent and Copyright Infringement (Dec 2007)
52.227-11 | Patent Rights-Ownership by the Contractor (Dec 2007)
52.227-14 | Rights in Data - General (Dec 2007) Alternate IV (Dec 2007)
52.228-07 | Insurance - Liability to Third Persons (Mar 1996)
52.230-02 | Cost Accounting Standards (Oct 2010)
52.230-03 | Disclosure and Consistency of Cost Accounting Practices (Oct 2008)
52.230-05 | Cost Accounting Standards - Educational Institution (Oct 2010)
52.230-06 | Administration of Cost Accounting Standards (Mar 2008)
52.232-09 | Limitation on Withholding of Payments (Apr 1984)
52.232-17 | Interest (Oct 2008)
52.232-22 | Limitation of Funds (Apr 1984)
52.232-23 | Assignment of Claims (Jan 1986)
52.232-25 | Prompt Payment (Oct 2003)
52.232-33 | Payment by Electronic Funds Transfer - Central Contractor Registration (Oct 2003)
52.233-01 | Disputes (July 2002)
52.233-03 | Protest After Award (Aug 1996) Alternate I (Jun 1985)
52.242-03 | Penalties for Unallowable Costs (May 2001)
52.242-13 | Bankruptcy (Jul 1995)
52.244-05 | Competition in Subcontracting (Dec 1996)
52.244-06 | Subcontracts for Commercial Items (Dec 2010)
52.245-01 | Government Property (June 2007) (See also 52.245-01A for continuation of text) (DARS Cl: Deviation 2007-0012)
52.245-05 | Government Property (Cost-Reimbursement, Time-And-Material, or Labor Hour Contracts) (Jan 1986) (DEV) - Alternate I (Jul 1983)
52.246-23 | Limitation of Liability (Feb 1997)
52.249-05 | Termination for Convenience of the Government (Educational and Other Nonprofit Institutions) (Sep 1996)
52.253-01 | Computer Generated Forms (Jan 1991)
52.253-02 | Contracting Officer's Representative (Dec 1991)
52.253-04 | Prohibition On Persons Convicted Of Fraud Or Other Defense-Contract-Related Felonies (Dec 2008)
52.253-07 | Requirement To Inform Employees Of Whistleblower Rights (Jan 2009)
52.254-03 | Control of Government Personnel Work Product (Apr 1992)
52.285-06 | Provision of Information to Cooperative Agreement Holders (Dec 1991)
52.299-04 | Subcontracting with Firms that are Owned or Controlled by the Government of a Terrorist Country (Dec 2006)
forth the uniform administrative requirements for grant and cooperative agreements, including the requirements for Federal awarding agency management of Federal grant programs before the Federal award has been made, and the requirements Federal awarding agencies may impose on non-Federal entities in the Federal award.

(c) Cost Principles. Subpart E—Cost Principles of this Part establishes principles for determining the allowable costs incurred by non-Federal entities under Federal awards. The principles are for the purpose of cost determination and are not intended to identify the circumstances or dictate the extent of Federal government participation in the financing of a particular program or project. The principles are designed to provide that Federal awards bear their fair share of cost recognized under these principles except where restricted or prohibited by statute.

(d) Single Audit Requirements and Audit Follow-up. Subpart F—Audit Requirements of this Part is issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). It sets forth standards for obtaining consistency and uniformity among Federal agencies for the audit of non-Federal entities expending Federal awards. These provisions also provide the policies and procedures for Federal awarding agencies and pass-through entities when using the results of these audits.

(e) For OMB guidance to Federal awarding agencies on Challenges and Prizes, please see M-10-11 Guidance on the Use of Challenges and Prizes to Promote Open Government, issued March 8, 2010, or its successor.

§ 200.101 Applicability.

(a) General applicability to Federal agencies. The requirements established in this Part apply to Federal agencies that make Federal awards to non-Federal entities. These requirements are applicable to all costs related to Federal awards.

(b)(1) Applicability to different types of Federal awards. The following table describes what portions of this Part apply to which types of Federal awards. The terms and conditions of Federal awards (including this Part) flow down to subawards to subrecipients unless a particular section of this Part or the terms and conditions of the Federal award specifically indicate otherwise. This means that non-Federal entities must comply with requirements in this Part regardless of whether the non-Federal entity is a recipient or subrecipient of a Federal award. Pass-through entities must comply with the requirements described in Subpart D—Post Federal Award Requirements of this Part, §§ 200.330 Subrecipient and contractor determinations through 200.332 Fixed amount Subawards, but not any requirements in this Part directed towards Federal awarding agencies unless the requirements of this Part or the terms and conditions of the Federal award indicate otherwise.

<table>
<thead>
<tr>
<th>The following portions of the Part:</th>
<th>Are applicable to the following types of Federal Awards (except as noted in paragraphs (d) and (e) of this section):</th>
<th>Are NOT applicable to the following types of Federal Awards:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subpart A—Acronyms and Definitions</td>
<td>—All.</td>
<td>—Cost-reimbursement contracts awarded under the Federal Acquisition Regulations and cost-reimbursement subcontracts under these contracts.</td>
</tr>
<tr>
<td>§ 200.111 English language, § 200.112 Conflict of interest, and § 200.113 Mandatory disclosures</td>
<td>—Grant agreements and cooperative agreements.</td>
<td>—Cost-reimbursement contracts awarded under the Federal Acquisition Regulations and cost-reimbursement subcontracts under these contracts.</td>
</tr>
<tr>
<td>Subparts C–D, except for Subrecipient Monitoring and Management.</td>
<td>—All.</td>
<td>—Agreements for: loans, loan guarantees, interest subsidies, and insurance.</td>
</tr>
<tr>
<td>Subpart D—Post Federal Award Requirements, Subrecipient Monitoring and Management.</td>
<td>—Grant agreements and cooperative agreements, except those providing food commodities.</td>
<td>—Cost-reimbursement contracts awarded under the Federal Acquisition Regulations and cost-reimbursement subcontracts under these contracts.</td>
</tr>
<tr>
<td>Subpart E—Cost Principles</td>
<td>—Grant agreements and cooperative agreements under the Federal Acquisition Regulations and cost-reimbursement subcontracts under these contracts in accordance with the FAR.</td>
<td>—Grant agreements and cooperative agreements providing food commodities.</td>
</tr>
<tr>
<td>Subpart F—Audit Requirements</td>
<td>—All.</td>
<td>—Fixed amount awards.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>—Federal awards to hospitals (see Appendix IX to Part 200—Hospital Cost Principles).</td>
</tr>
</tbody>
</table>
SUBAWARD MODIFICATION REQUEST FORM

Please email this completed form signed by the Principal Investigator (PI) and any required documentation to the Subaward Administrator at orasubaward@umd.edu

KFS Account Number ________________ Subaward KFS PO# ____________ Subaward Z/Q# ____________ Mod No. ____________

Sub Administrator __________________

SUBRECIPIENT Full Legal Name (no abbreviations) __________________________________________

Department requests the following changes to the current subaward (check all that apply)

a) Additional Time From (original) START date _______________ END date _______________  
   To (new) START date _______________ END date _______________

b) Additional (+) OR Reduced Funding (-) Obligated this Action $ _______________
   Total Obligated to date (incl. this request) $ _______________ Total Anticipated (if incrementally funded) $ __________

c) Other
   Key Personnel Change (please attach CV) □ Change to terms & conditions (attach explanation) □
   Administrative Correction (please attach) □ Revised Budget and/or SOW (please attach) □

d) *ORA Administrative Change Only: Change Subaward Number □ / Change in Compliance Requirement □

e) Dept. Instructions __________________________________________

Other required information

Department Business Contact Name __________________ Administering Department __________________
Email __________________ Phone __________________

Lead Investigator Name __________________________
Email __________________ Phone __________________

Principal Investigator/Designee Approval

I have reviewed the technical and cost proposals for this subrecipient and based upon my professional experience and analysis of the costs or prices proposed, find them to be appropriate, fair, and reasonable for the work to be done.

Signature ____________________________ Date ____________

FOR ORA USE ONLY

Obligated this Action 3732 $ _______________ 3734 $ _______________

Original copy mailed by __________________ Date __________________
KFS data entry by __________________ Date __________________
KFS confirmed by __________________ Date __________________
Coeus data entry by __________________ Date __________________

(a) When cost or pricing data are required, the contracting officer must require the contractor to execute a Certificate of Current Cost or Pricing Data, using the format in this paragraph, and must include the executed certificate in the contract file.

Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of ________* are accurate, complete, and current as of ________**. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm _____________________________________________
Signature _________________________________________
Name ____________________________________________
Title _____________________________________________
Date of execution***________________________________

* Identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).

** Insert the day, month, and year when price negotiations were concluded and price agreement was reached or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on price.

*** Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

(End of certificate)
# Federally Funded SUBAWARD PROPERTY ASSESSMENT

| Have you or do you intend to purchase “capitalized equipment” (individual item greater than $5000 per item with a useful life of one or more years) during the course of this project? | Yes | No | Description/Comments |
| Do you have a government approved property system? | | | |
| Is the government property or equipment tagged and properly identified? | | | |
| Are there any substantial changes in the property management system? | | | |
| Are there any substantial changes in the current written policies and procedures since the last property review? | | | |
| Is the government property properly being used, safeguarded, and maintained? | | | |
| Has a physical inventory been performed in the past year? | | | |
| Are the annual property reports submitted in a timely manner? | | | |
| Is the government property closed out in a timely manner? | | | |
| Is the disposition of government property requested in a timely manner? | | | |
| Are there any Loss, Damage, Destruction or Theft (LDD&T) Reports submitted in the past year? | | | |

**Property Control Administrative Contact:**

Authorized Signature ________________________________
Printed Name ________________________________
Email ________________________________
Phone ________________________________
Title ________________________________
Date ________________________________

**Return this completed form to:**

Gertrude Logan  
Property Control Manager  
University of Maryland, College Park  
Email: glogan@umd.edu  
Phone: (301)-405-4904
# Appendix J

## REPORT OF INVENTIONS AND SUBCONTRACTS

(Pursuant to "Patent Rights" Contract Clause) (See Instructions on back)

The public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Services Directorate (000-0095). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE ABOVE ORGANIZATION. RETURN COMPLETED FORM TO THE CONTRACTING OFFICER.**

<table>
<thead>
<tr>
<th>1.a. NAME OF CONTRACTOR/SUBCONTRACTOR</th>
<th>2.a. NAME OF GOVERNMENT PRIME CONTRACTOR</th>
<th>3. TYPE OF REPORT (X one)</th>
</tr>
</thead>
<tbody>
<tr>
<td>[ ] INTERIM</td>
<td>[ ] FINAL</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>b. ADDRESS (Include ZIP Code)</th>
<th>d. AWARD DATE (YYYYMMDD)</th>
<th>4. REPORTING PERIOD (YYYYMMDD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>[ ] FROM</td>
<td>[ ] TO</td>
<td></td>
</tr>
</tbody>
</table>

## SECTION I - SUBJECT INVENTIONS

5. "SUBJECT INVENTIONS" REQUIRED TO BE REPORTED BY CONTRACTOR/SUBCONTRACTOR (If "None," so state)

<table>
<thead>
<tr>
<th>NAME(S) OF INVENTOR(S)</th>
<th>TITLE OF INVENTION(S)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Last, First, Middle Initial)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DISCLOSURE NUMBER, PATENT APPLICATION SERIAL NUMBER OR PATENT NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) YES</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ELECTION TO FILE PATENT APPLICATIONS (X)</th>
<th>CONFIRMATORY INSTRUMENT OR ASSIGNMENT FORWARDED TO CONTRACTING OFFICER (X)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) UNITED STATES</td>
<td>(2) FOREIGN</td>
</tr>
<tr>
<td>(a) YES</td>
<td>(b) NO</td>
</tr>
</tbody>
</table>

## SECTION II - SUBCONTRACTS (Containing a "Patent Rights" clause)

6. SUBCONTRACTS AWARDED BY CONTRACTOR/SUBCONTRACTOR (If "None," so state)

<table>
<thead>
<tr>
<th>NAME OF SUBCONTRACTOR(S)</th>
<th>ADDRESS (Include ZIP Code)</th>
<th>SUBCONTRACT NUMBER(S)</th>
<th>FAR &quot;PATENT RIGHTS&quot;</th>
<th>DESCRIPTION OF WORK TO BE PERFORMED UNDER SUBCONTRACT(S)</th>
<th>SUBCONTRACT DATES (YYYYMMDD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td>b.</td>
<td>c.</td>
<td>(1) CLAUSE NUMBER</td>
<td>(2) DATE /YYYY/MM</td>
<td>(1) AWARD</td>
</tr>
</tbody>
</table>

## SECTION III - CERTIFICATION

7. CERTIFICATION OF REPORT BY CONTRACTOR/SUBCONTRACTOR (Not required if: (X as appropriate) SMALL BUSINESS or NONPROFIT ORGANIZATION

I certify that the reporting party has procedures for prompt identification and timely disclosure of "Subject Inventions," that such procedures have been followed and that all "Subject Inventions" have been reported.

<table>
<thead>
<tr>
<th>a. NAME OF AUTHORIZED CONTRACTOR/SUBCONTRACTOR OFFICIAL (Last, First, Middle Initial)</th>
<th>b. TITLE</th>
<th>c. SIGNATURE</th>
<th>d. DATE SIGNED</th>
</tr>
</thead>
</table>

DD FORM 882, JUL 2005

PREVIOUS EDITION IS OBSOLETE.

FormFlow/Adobe Professional 6.0

Form Approved
OMB No. 9000-0095
Expires Jan 31, 2008
DD FORM 882 INSTRUCTIONS

GENERAL

This form is for use in submitting INTERIM and FINAL invention reports to the Contracting Officer and for use in reporting the award of subcontracts containing a "Patent Rights" clause. If the form does not afford sufficient space, multiple forms may be used or plain sheets of paper with proper identification of information by item number may be attached.

An INTERIM report is due at least every 12 months from the date of contract award and shall include (a) a listing of "Subject Inventions" during the reporting period, (b) a certification of compliance with required invention identification and disclosure procedures together with a certification of reporting of all "Subject Inventions," and (c) any required information not previously reported on subcontracts containing a "Patent Rights" clause.

A FINAL report is due within 6 months if contractor is a small business firm or domestic nonprofit organization and within 3 months for all others after completion of the contract work and shall include (a) a listing of all "Subject Inventions" required by the contract to be reported, and (b) any required information not previously reported on subcontracts awarded during the course of or under the contract and containing a "Patent Rights" clause.

While the form may be used for simultaneously reporting inventions and subcontracts, it may also be used for reporting, promptly after award, subcontracts containing a "Patent Rights" clause.

Dates shall be entered where indicated in certain items on this form and shall be entered in six or eight digit numbers in the order of year and month (YYYYMM) or year, month and day (YYYYMMDD). Example: April 2005 should be entered as 200504 and April 15, 2005 should be entered as 20050415.

1.a. Self-explanatory.
1.b. Self-explanatory.
1.c. If "same" as Item 2.c., so state.
2.a. If "same" as Item 1.a., so state.
2.b. Self-explanatory.
2.c. Procurement Instrument Identification (PII) number of contract (DFARS 204.7003).
2.d. through 5.e. Self-explanatory.

5.f. The name and address of the employer of each inventor not employed by the contractor or subcontractor is needed because the Government's rights in a reported invention may not be determined solely by the terms of the "Patent Rights" clause in the contract.

Example 1: If an invention is made by a Government employee assigned to work with a contractor, the Government rights in such an invention will be determined under Executive Order 10096.

Example 2: If an invention is made under a contract by joint inventors and one of the inventors is a Government employee, the Government’s rights in such an inventor's interest in the invention will also be determined under Executive Order 10096, except where the contractor is a small business or nonprofit organization, in which case the provisions of 35 U.S.C. 202(e) will apply.

5.g.(1) Self-explanatory.
5.g.(2) Self-explanatory with the exception that the contractor or subcontractor shall indicate, if known at the time of this report, whether applications will be filed under either the Patent Cooperation Treaty (PCT) or the European Patent Convention (EPC). If such is known, the letters PCT or EPC shall be entered after each listed country.

6.d. Patent Rights Clauses are located in FAR 52.227.
6.e. Self-explanatory.
7. Certification not required by small business firms and domestic nonprofit organizations.
SUBAWARD RELEASE OF CLAIMS

Subaward Number: _______________  Prime Award Number: _______________

Subrecipient Name: _________________________________________________________

Please check all boxes as appropriate, sign, date, and return to the attention of the University of Maryland Compliance Office at oraacompliance@umd.edu, (301-405-6280) within 10 business days.

Section 1: FINAL TECHNICAL REPORT/DELIVERABLES

[ ] All Final Technical Reports or deliverables required under the above referenced Subaward/Subcontract have been provided directly to the University of Maryland Lead Investigator. (Subrecipient is directed to submit Final Technical Reports prior to completing and returning this certification.)

Section 2: FINAL INVOICE

[ ] A Final Invoice has been submitted to the University of Maryland and there are NO additional claims to be filed against this subaward. (No further claims will be honored after this box has been checked and the form signed and returned.)

Section 3: PATENT REPORT

[ ] There are no inventions to be reported under this subaward, OR
[ ] An invention has resulted from the performance of this Subaward and:
  [ ] A completed Invention Disclosure has previously been submitted to the University of Maryland Office of Technology (otc@umd.edu), OR
  [ ] A completed Invention Disclosure is attached to this form.

Section 4: FEDERAL GOVERNMENT FURNISHED EQUIPMENT

[ ] No Government furnished equipment was provided under this Subaward, OR
[ ] Government Property/Equipment was furnished to the Subrecipient under this Subaward and has either been delivered to the government or disposition of title has been requested of the Government by the Subrecipient.

Section 5: PROPERTY REPORT

[ ] No reportable capital equipment was purchased with funds awarded under this Subaward, OR
[ ] Reportable capital equipment was purchased under this Subaward and a Final Property Report is attached.

**************************************************

Authorized Signature _____________________________ Date _____________________________

Printed Name _____________________________ Title _____________________________

(Rev. 1/4/13)
Please complete this form in its entirety, including signature by Principal Investigator (PI) or Approved Designee. Send completed form to the University of Maryland Compliance Office at oraacompliance@umd.edu within 10 business days. Contact 301-405-6280 with any questions.

<table>
<thead>
<tr>
<th>1. UM Principal Investigator Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. a. Subaward Number:</td>
</tr>
<tr>
<td>b. KFS Account Number:</td>
</tr>
<tr>
<td>c. Subaward Expiration Date:</td>
</tr>
<tr>
<td>d. Subrecipient Name:</td>
</tr>
<tr>
<td>e. Project Title:</td>
</tr>
</tbody>
</table>

To officially complete and closeout our subaward record, your signature below is required. By signing, the UM Principal Investigator attests to the fact that

- all terms and conditions of the above referenced subaward have been met;
- you are satisfied with the performance of the subrecipient; and
- no further action is required by the subrecipient prior to closeout.

The Principal Investigator also attests that

- All Final Technical Reports and/or deliverables required under the above referenced subaward have been received by the UM Principal Investigator and deemed acceptable; and
- The subawardee’s Final Invoice has been received and approved by the UM Principal Investigator and there are no additional outstanding claims to be filed against this subaward.

Principal Investigator
Name: ____________________________ Date: ____________________________
Signature: ____________________________

Approved Designee
Name: ____________________________ Date: ____________________________
Signature: ____________________________
<table>
<thead>
<tr>
<th>Subrecipient Name</th>
<th>Subrecipient Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>PI Name</td>
<td>Financial Mgr</td>
</tr>
<tr>
<td>Date Invoice Received</td>
<td>Date Invoice Processed</td>
</tr>
<tr>
<td>Invoice Seq. No.</td>
<td>Final</td>
</tr>
<tr>
<td>Invoice Period</td>
<td>-</td>
</tr>
</tbody>
</table>

Is the period of performance within the subaward timeframe?  
[ ] Yes [ ] No

Are the total expenditures within the subaward amount?  
[ ] Yes [ ] No

Is Subrecipient complying with budgetary restrictions in subaward agreement? (e.g., prior written approval for foreign travel or equipment purchases)  
[ ] Yes [ ] No

Is there cost share required?  
[ ] Yes [ ] No  Documented and met?  
[ ] N/A [ ] Yes [ ] No

Is there a signed certification*?  
[ ] Yes [ ] No  Incl. cost share?  
[ ] N/A [ ] Yes [ ] No

*Example: I certify that this request represents actual, allowable costs incurred during the invoice period and these costs are appropriate in accordance with the agreement.

Request was made to subrecipient for a NEW/Revised Invoice on the following date  
______________

In signing below, I approve payment of this invoice and attest that the charges appear reasonable and progress to date for this project is satisfactory and in keeping with the statement of work.

Project Investigator/PI’s Technical Designee  
______________  Date

If this is the final invoice, please initial to confirm that technical progress at completion was satisfactory and that final invoice has been received and processed for payment.

Initial  
______________  Date

Technical Report  
______________

Final Invoice  
______________

Does the PI have knowledge of any inventions developed or reduced to practice during the course of this project?  
[ ] Yes [ ] No

A copy of the completed FINAL Subrecipient Monitoring Invoice Checklist must be sent to attention the ORA Subaward Administrator at orasubaward@umd.edu or via fax at (301) 314-9569.
Subaward File Assembly

**Side One**
(inside front folder)
*Subaward Request Forms

**Side Two**
(on the front of middle section)
*Subaward Transmittal Letters

**Side Three**
(on the back of the middle section)
*Compliance Section, A-133 Certification, Federal Audit Clearinghouse documents

**Side Four**
(inside back folder)
*Subaward Proposal Information (SOW & Budgets copied from UM Proposal)

*Fully Signed Subaward (including attachments)
*Fully Signed Subaward Modifications (improperly signed documents may be rejected once a fully-signed copy is received)
*Negotiation Notes
*Vendor Registration Form
*Rate Agreements
*Current Cost & Pricing Certification
*Other Correspondence

*Letters/Memos about compliance (includes TBAs)
*Closeout Documentation

**LABEL**

SUBAWARDEE NAME
SUBAWARD
Grant No.
PI's Name: Last, First (DK)
Spontor Award No.