

FDP Subaward Agreement

Presenters:

Chuck Paoletti, Office of Naval Research

Erica Kropp, University of Maryland

FDP Meeting
January 2002
Austin, Texas

Subawards

- Applicable to all A-110 institutions
- Forms available through the FDP Website through the Committee section.
- Materials in Meeting Binder

Titlle 31, Chapter 63

Assistance versus Procurement

- Procurement Contracts - principal purpose is to acquire property of services for the direct benefit or use of the U.S. Government
- Grants - principal purpose is to transfer a thing of value to therecipient to carry out a public purpose of support or stimulation authorized by law...

OMB Circular A-110 AWARD

- Award means financial assistance that provides support or stimulation to accomplish a public purpose. Awards include grants and other agreements in the form of money or property in lieu of money, by the Federal Government to an eligible recipient.

OMB Circular A-110 AWARD (cont..)

- The term does not include: technical assistance, which provides services instead of money; other assistance in the form of loans, loan guarantees, interest subsidies, or insurance; direct payments of any kind to individuals; and, contracts which are required to be entered into and administered under procurement laws and regulations.

OMB Circular A-110 CONTRACT

- Contract means a procurement contract under an award or subaward, and a procurement subcontract under a recipient's or subrecipient's contract.

OMB Circular A-110

SUBAWARD A.2(ff)

- Subaward means an award of financial assistance in the form of money, or property in lieu of money, made under an award* by a recipient to an eligible subrecipient or by a subrecipient to a lower tier subrecipient. (cont.)

A-110

SUBAWARD (cont..)

- The term includes financial assistance when provided by any legal agreement, even if the agreement is called a contract, but does not include procurement of goods and services nor does it include any form of assistance which is excluded from the definition of “award”.

Other Sources Subawards versus Subcontracts

- OMB Circular A-133
- FDP Statement on Subawards (9/18/00)

The FDP Subaward Model

- Result of FDP Subaward Committee
- Intent
 - Simplify university to university agreements
 - Eliminate redundancy
 - Lowest common denominator
 - Least offensive to all

Subaward Agreement Form

FDP Subaward Agreement		
Prime Awardee	Subawardee	
Institution/Organization ("University") Name: The Pennsylvania State University Address: 110 Technology Center University Park, PA 16802	Institution/Organization ("Collaborator") Name: Ohio State University Research Foundation Address: 590 Woody Hayes Drive Columbus, OH 43210-1057	
Prime Award No. 2001-41521-01ABC	Subaward No. 2180-OSU-USDA-1ABC	
Awarding Agency USDA/CSREES	CFDA No. 10.500	
Subaward Period of Performance January 1, 2002 - December 31, 2002	Amount Funded this Action: \$100,000	Est. Total: (if incrementally funded) \$100,000
Project Title Research on Corn Growing in Dirt		
Reporting Requirements: See Attachment 4		
Terms and Conditions (10%)		
<p>1) University hereby awards a cost reimbursable subaward, as described above, to Collaborator. The statement of work and budget for this subaward are as specified in Collaborator's proposal dated <u>Sept 1, 2001</u>. In its performance of subaward work, Collaborator shall be an independent entity and not an employee or agent of University.</p> <p>2) University shall reimburse Collaborator not more often than monthly for allowable costs. All invoices shall be submitted using Collaborator's standard invoice, but at a minimum shall include current and cumulative costs, subaward number, and certification as to truth and accuracy of invoice. Invoices that do not reference University's subaward number shall be returned to Collaborator. Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Financial Contact, as shown in Attachment 3.</p> <p>3) A final statement of costs incurred, marked "FINAL", must be submitted to University's Financial Contact NOT LATER THAN sixty (60) days after subaward end date. The final statement of costs shall constitute Collaborator's final financial report.</p> <p>4) All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Collaborator.</p> <p>5) Matters concerning the technical performance of this subaward should be directed to the appropriate party's Project Director, as shown in Attachment 3. Technical reports are required as shown above, "Reporting Requirements."</p> <p>6) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this subaward agreement should be directed to the appropriate party's Administrative Contact, as shown in Attachment 3. Any such changes made to this subaward agreement require the written approval of each party's Authorized Official, as shown in Attachment 3.</p> <p>7) Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.</p> <p>8) Either party may terminate this agreement with thirty days written notice to the appropriate party's Administrative Contact, as shown in Attachment 3. University shall pay Collaborator for all allowable, noncancelable obligations in the event of termination by University.</p> <p>9) No-cost extensions require the approval of the University. Any requests for a no-cost extension should be addressed to and received by the Administrative Contact, as shown in Attachment 3, not less than thirty days prior to the desired effective date of the requested change.</p> <p>10) The Subaward is subject to the terms and conditions of the Prime Award and other special terms and conditions, as identified in Attachment 2.</p> <p>11) By signing below Collaborator makes the certifications and assurances shown in Attachment 1. Collaborator also assures that it will comply with applicable statutory and regulatory requirements specified in Appendix B of the FDP Operating Procedures found at: http://www.nsf.gov/home/grants/grants_fdp.htm.</p>		
By an Authorized Official of University	By an Authorized Official of Collaborator	
Name R. Killoren	Date	Name Anne J.M. Moffat
Title Asst VP for Research	Date	Title Director, Sponsored Programs

Key Elements: Identify Parties

FDP Subaward Agreement		
Prime Awardee		Subawardee
Institution/Organization ("University")		Institution/Organization ("Collaborator")
Name: The Pennsylvania State University		Name: Ohio State University Research Foundation
Address: 110 Technology Center University Park, PA 16802		Address: 590 Woody Hayes Drive Columbus, OH 43210-1057
Prime Award No. 0001-11521-01ABC		Subaward No. 0100-000-000-1ABC
Awarding Agency USDA/CSREES		CFDA No. 10.500
Subaward Period of Performance January 1, 2002 - December 31, 2002		Amount Funded this Action: \$100,000
		Est. Total: (if incrementally funded) \$100,000

FDP Subaward Agreement	
Prime Awardee	Subawardee
Institution/Organization ("University")	Institution/Organization ("Collaborator")
Name: The Pennsylvania State University	Name: Ohio State University Research Foundation
Address: 110 Technology Center University Park, PA 16802	Address: 590 Woody Hayes Drive Columbus, OH 43210-1057

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By an Authorized Official of University

By an Authorized Official of Collaborator

Name R. Killoren

Date

Name Anne J.M. Moffat

Date

Title Asst VP for Research

Title Director, Sponsored Programs

Identify Prime and Subaward Numbers

FDP Subaward Agreement		
Prime Awardee	Subawardee	
Institution/Organization ("University") Name: The Pennsylvania State University Address: 110 Technology Center University Park, PA 16802	Institution/Organization ("Collaborator") Name: Ohio State University Research Foundation Address: 590 Woody Hayes Drive Columbus, OH 43210-1057	
Prime Award No. 2001-41521-01ABC	Subaward No. 2180-OSU-USDA-1ABC	
Awarding Agency USDA/CSREES	CFDA No. 10.501	
Subaward Period of Performance January 1, 2002 - December 31, 2002	Amount Funded this Action: \$100,000	Est. Total: (if incrementally funded) \$100,000
Project Title Research on Corn Growing in Dirt		
Reporting Requirements: See Attachment 4		

Prime Award No.
2001-41521-01ABC

Subaward No.
2180-OSU-USDA-1ABC

invoice. Invoices that do not reference University's subaward number shall be returned to Collaborator. Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Financial Contact, as shown in Attachment 3.

3) A final statement of costs incurred, marked "FINAL", must be submitted to University's Financial Contact NOT LATER THAN sixty (60) days after subaward end date. The final statement of costs shall constitute Collaborator's final financial report.

4) All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Collaborator.

5) Matters concerning the technical performance of this subaward should be directed to the appropriate party's Project Director, as shown in Attachment 3. Technical reports are required as shown above, "Reporting Requirements."

6) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this subaward agreement should be directed to the appropriate party's Administrative Contact, as shown in Attachment 3. Any such changes made to this subaward agreement require the written approval of each party's Authorized Official, as shown in Attachment 3.

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By an Authorized Official of University		By an Authorized Official of Collaborator	
Name R. Killoren	Date	Name Anne J.M. Moffat	Date
Title Asst VP for Research		Title Director, Sponsored Programs	

Identify Awarding Agency

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Prime Award No. 0001-1180-1ABC	Subaward No. 180-OSU-USDA-1ABC	
Awarding Agency USDA/CSREES	CFDA No. 0.500	
Subaward Period of Performance January 1, 2002 - December 31, 2002	Amount Funded this Action: \$100,000	Est. Total: (if incrementally funded) \$100,000
Project Title Research on Corn Growing in Dirt		
Reporting Requirements: See Attachment 4		
Terms and Conditions (USP)		
1) University hereby awards a cost reimbursable subaward, as described above, to Collaborator. The statement of work and budget for this subaward are as specified in Collaborator's proposal dated Sept 1, 2001. In its performance of subaward work, Collaborator shall be an		

**Awarding Agency
USDA/CSREES**

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By an Authorized Official of University		By an Authorized Official of Collaborator	
Name R. Killoren	Date	Name Anne J.M. Moffat	Date
Title Asst VP for Research		Title Director, Sponsored Programs	

Identify CFDA Number

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Prime Award No. 2001-41521-01ABC	Subaward No. 2100-000-USA-1ABC	
Awarding Agency USDA/CSREES	CFDA No. 10.500	
Subaward Period of Performance January 1, 2002 - December 31, 2002	Amount Provided This Action \$100,000	Est. Total (if necessary) amount \$100,000
Project Title Research on Corn Growing in Dirt		
Reporting Requirements: See Attachment 4		
Terms and Conditions (10%)		
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CFDA No.
10.500

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By an Authorized Official of University		By an Authorized Official of Collaborator	
Name R. Killoren	Date	Name Anne J.M. Moffat	Date
Title Asst VP for Research		Title Director, Sponsored Programs	

Identify Period of Performance

FDP Subaward Agreement		
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Awarding Agency USDA/CSREES	CFDA No. 10.500	
Subaward Period of Performance January 1, 2002 - December 31, 2002	Amount Funded this Action: \$100,000	Est. Total: (if incrementally funded) \$100,000
Project Title: Research on Corn Growing in Dirt		
Reporting Requirements: See Attachment 4		
Terms and Conditions (10%)		
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Subaward Period of Performance
January 1, 2002 - December 31, 2002

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By an Authorized Official of University		By an Authorized Official of Collaborator	
Name R. Killoren	Date	Name Anne J.M. Moffat	Date
Title Asst VP for Research		Title Director, Sponsored Programs	

Identify Amount

FDP Subaward Agreement			
Prime Awardee	Subawardee		
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Awarding Agency USDA/CSREES	CFDA No. 10.500		
Subaward Period of Performance January 1, 2002 - December 31, 2002	<table border="1"> <tr> <td>Amount Funded this Action: \$100,000</td> <td>Est. Total: (if incrementally funded) \$100,000</td> </tr> </table>	Amount Funded this Action: \$100,000	Est. Total: (if incrementally funded) \$100,000
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Project Title Research on Corn Growing in Dirt			
Reporting Requirements: See Attachment 4			
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Amount Funded this Action:
\$100,000

Est. Total: (if incrementally funded)
\$100,000

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By an Authorized Official of University		By an Authorized Official of Collaborator	
Name R. Killoren	Date	Name Anne J.M. Moffat	Date
Title Asst VP for Research		Title Director, Sponsored Programs	

Identify Project Title

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Project Title Research on Corn Growing in Dirt		
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Project Title Research on Corn Growing in Dirt

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By an Authorized Official of University		By an Authorized Official of Collaborator	
Name R. Killoren	Date	Name Anne J.M. Moffat	Date
Title Asst VP for Research		Title Director, Sponsored Programs	

Identify Non-Financial Reporting Requirements

FDP Subaward Agreement		
Prime Awardee		Subawardee
Institution/Organization ("University") Name: The Pennsylvania State University Address: 110 Technology Center University Park, PA 16802		Institution/Organization ("Collaborator") Name: Ohio State University Research Foundation Address: 590 Woody Hayes Drive Columbus, OH 43210-1057
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Subaward Period of Performance January 1, 2002 - December 31, 2002		Amount Funded this Action: \$100,000
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Reporting Requirements:
See Attachment 4

Or you could enter specific reporting requirements...

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By an Authorized Official of University		By an Authorized Official of Collaborator	
Name R. Killoren	Date	Name Anne J.M. Moffat	Date
Title Asst VP for Research		Title Director, Sponsored Programs	

Terms and Conditions: Award Identification

FDP Subaward Agreement						
Prime Awardee		Subawardee				
Institution/Organization ("University") Name: The Pennsylvania State University Address: 110 Technology Center University Park, PA 16802		Institution/Organization ("Collaborator") Name: Ohio State University Research Foundation Address: 590 Woody Hayes Drive Columbus, OH 43210-1057				
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	\$100,000					
Project Title Research on Corn Growing in Dirt						
Reporting Requirements: See Attachment 4						
Terms and Conditions (100)						
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2) University shall reimburse Collaborator not more often than monthly for allowable costs. All invoices shall be submitted using Collaborator's standard invoice, but at a minimum shall include current and cumulative costs, subaward number, and certification as to truth and accuracy of						

Insert date of subawardee's proposal to you...

1) University hereby awards a cost reimbursable subaward, as described above, to Collaborator. The statement of work and budget for this subaward are as specified in Collaborator's proposal dated _____ . In its performance of subaward work, Collaborator shall be an independent entity and not an employee or agent of University.

Title Asst VP for Research	Title Director, Sponsored Programs
----------------------------	------------------------------------

Financial Terms

FDP Subaward Agreement		
Prime Awardee	Subawardee	
Institution/Organization ("University") Name: The Pennsylvania State University Address: 110 Technology Center University Park, PA 16802	Institution/Organization ("Collaborator") Name: Ohio State University Research Foundation Address: 590 Woody Hayes Drive Columbus, OH 43210-1057	
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4) All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Collaborator.		

2. University shall reimburse Collaborator not more often than monthly for allowable costs. All invoices shall be submitted using Collaborator's standard invoice, but at a minimum shall include current and cumulative costs, subaward number, and certification as to truth and accuracy of invoice. *Invoices that do not reference University's subaward number shall be returned to Collaborator.* Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Financial Contact, as shown in Attachment 3.

Final Financial Report

FDP Subaward Agreement		
Prime Awardee	Subawardee	
Institution/Organization ("University") Name: The Pennsylvania State University Address: 110 Technology Center University Park, PA 16802	Institution/Organization ("Collaborator") Name: Ohio State University Research Foundation Address: 590 Woody Hayes Drive Columbus, OH 43210-1057	
Prime Award No. 2001-41521-01ABC	Subaward No. 2180-OSU-USDA-1ABC	
Awarding Agency USDA/CSREES	CFDA No. 10.500	
Subaward Period of Performance January 1, 2002 - December 31, 2002	Amount Funded this Action: \$100,000	Est. Total: (if incrementally funded) \$100,000
Project Title Research on Corn Growing in Dirt		
Reporting Requirements: See Attachment 4		
Terms and Conditions (10%)		
1) University hereby awards a cost reimbursable subaward, as described above, to Collaborator. The statement of work and budget for this subaward are as specified in Collaborator's proposal dated Sept 1, 2001. In its performance of subaward work, Collaborator shall be an independent entity and not an employee or agent of University.		
2) University shall reimburse Collaborator not more often than monthly for allowable costs. All invoices shall be submitted using Collaborator's standard invoice, but at a minimum shall include current and cumulative costs, subaward number, and certification as to truth and accuracy of invoices. Invoices that do not reference University's subaward number shall be returned to Collaborator. Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Financial Contact, as shown in Attachment 3.		
3) A final statement of costs incurred, marked "FINAL", must be submitted to University's Financial Contact NOT LATER THAN sixty (60) days after subaward end date. The final statement of costs shall constitute Collaborator's final financial report.		
4) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this subaward agreement should be necessary as a result of an adverse audit finding against the Collaborator.		
5) Matters concerning the technical performance of this subaward should be directed to the appropriate party's Project Director, as shown in Attachment 3. Technical reports are required as shown above, "Reporting Requirements."		
6) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this subaward agreement should be		

3) A final statement of costs incurred, marked "FINAL", must be submitted to University's Financial Contact NOT LATER THAN sixty (60) days after subaward end date. The final statement of costs shall constitute Collaborator's final financial report.

Title Asst VP for Research

Title Director, Sponsored Programs

Payments Provisional

FDP Subaward Agreement	
Prime Awardee	Subawardee
Institution/Organization ("University") Name: The Pennsylvania State University Address: 110 Technology Center University Park, PA 16802	Institution/Organization ("Collaborator") Name: Ohio State University Research Foundation Address: 590 Woody Hayes Drive Columbus, OH 43210-1057
Prime Award No. 2001-41521-01ABC	Subaward No. 2180-OSU-USDA-1ABC
Awarding Agency USDA/CSREES	CFDA No. 10.500
Subaward Period of Performance January 1, 2002 - December 31, 2002	Amount Funded this Action: \$100,000
Project Title Research on Corn Growing in Dirt	
Reporting Requirements: See Attachment 4	
Terms and Conditions (cont)	
<p>1) University hereby awards a cost reimbursable subaward, as described above, to Collaborator. The statement subaward are as specified in Collaborator's proposal dated Sept 1, 2001 . In its performance of subaw independent entity and not an employee or agent of University.</p> <p>2) University shall reimburse Collaborator not more often than monthly for allowable costs. All invoices shall be standard invoice, but at a minimum shall include current and cumulative costs, subaward number, and certifiical invoice. Invoices that do not reference University's subaward number shall be returned to Collaborator. Invoice receipt or payments should be directed to the appropriate party's Financial Contact as shown in Attachment 3.</p> <p>3) A final statement of costs incurred, marked "FINAL", must be submitted to University's Financial Contact NO after subaward end date. The final statement of costs shall constitute Collaborator's final financial report.</p> <p>4) All payments shall be considered provisional and subject to adjustment within the total estimated cost in necessary as a result of an adverse audit finding against the Collaborator.</p> <p>5) Matters concerning the technical performance of this subaward should be directed to the appropriate party's Attachment 3. Technical reports are required as shown above, "Reporting Requirements."</p> <p>6) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this subaward agreement should be directed to the appropriate party's Administrative Contact, as shown in Attachment 3. Any such changes made to this subaward agreement require the written approval of each party's Authorized Official, as shown in Attachment 3.</p> <p>7) Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.</p> <p>8) Either party may terminate this agreement with thirty days written notice to the appropriate party's Administrative Contact, as shown in Attachment 3. University shall pay Collaborator for all allowable, noncancellable obligations in the event of termination by University.</p> <p>9) No-cost extensions require the approval of the University. Any requests for a no-cost extension should be addressed to and received by the Administrative Contact, as shown in Attachment 3, not less than thirty days prior to the desired effective date of the requested change.</p> <p>10) The Subaward is subject to the terms and conditions of the Prime Award and other special terms and conditions, as identified in Attachment 2.</p> <p>11) By signing below Collaborator makes the certifications and assurances shown in Attachment 1. Collaborator also assures that it will comply with applicable statutory and regulatory requirements specified in Appendix B of the FDP Operating Procedures found at: http://www.nsf.gov/home/grants/grants_fdp.htm.</p>	
By an Authorized Official of University	By an Authorized Official of Collaborator
Name R. Killoren	Name Anne J.M. Moffat
Date	Date
Title Asst VP for Research	Title Director, Sponsored Programs

4) All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Collaborator.

Changes

FDP Subaward Agreement	
Prime Awardee	Subawardee
Institution/Organization ("University")	Institution/Organization ("Collaborator")
Name: The Pennsylvania State University Address: 110 Technology University Park, PA 16802	
Prime Award No. 2001-41521-01ABC	
Awarding Agency USDA/CSREES	
Subaward Period of Perform January 1, 2002 - Decem	
Project Title Research on C	
Reporting Requirements: See Attachment 4	
Terms and Conditions (10%)	
1) University hereby awards a cost reimbursable subaward, as described above, to Collaborator. The statement of work and budget for this subaward are as specified in Collaborator's proposal dated Sept 1, 2001. In its performance of subaward work, Collaborator shall be an independent entity and not an employee or agent of University.	
2) University shall reimburse Collaborator not more often than monthly for allowable costs. All invoices shall be submitted using Collaborator's standard invoice, but at a minimum shall include current and cumulative costs, subaward number, and certification as to truth and accuracy of invoice. Invoices that do not reference University's subaward number shall be returned to Collaborator. Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Financial Contact, as shown in Attachment 3.	
3) A final statement of costs incurred, marked "FINAL", must be submitted to University's Financial Contact NOT LATER THAN sixty (60) days after subaward end date. The final statement of costs shall constitute Collaborator's final financial report.	
4) All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Collaborator.	
5) Matters concerning the technical performance of this subaward should be directed to the appropriate party's Project Director, as shown in Attachment 3. Technical reports are required as shown above, "Reporting Requirements."	
6) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this subaward agreement should be directed to the appropriate party's Administrative Contact, as shown in Attachment 3. Any such changes made to this subaward agreement require the written approval of each party's Authorized Official, as shown in Attachment 3.	
7) Each party shall be responsible for its negligent acts or omissions, and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.	
8) Either party may terminate this agreement with thirty days written notice to the appropriate party's Administrative Contact, as shown in	

5) Matters concerning the technical performance of this subaward should be directed to the appropriate party's Project Director, as shown in Attachment 3. Technical reports are required as shown above, "Reporting Requirements."

6) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this subaward agreement should be directed to the appropriate party's Administrative Contact, as shown in Attachment 3. Any such changes made to this subaward agreement require the written approval of each party's Authorized Official, as shown in Attachment 3.

Responsibility

FDP Subaward Agreement		
Prime Awardee		Subawardee
Institution/Organization ("University") Name: The Pennsylvania State University Address: 110 Technology Center University Park, PA 16802		Institution/Organization ("Collaborator") Name: Ohio State University Rese Address: 590 Woody Hayes Drive Columbus, OH 43210-105
Prime Award No. 2001-41521-01ABC		Subaward No. 2180-OSU-USDA-1ABC
Awarding Agency USDA/CSREES		CFDA No. 10.500
Subaward Period of Performance January 1, 2002 - December 31, 2002		Amount Funded this Action: \$100,000
		Est. To \$100
Project Title Research on Corn Growing in Dirt		
Reporting Requirements: See Attachment 4		
Terms and Conditions (cont)		
<p>1) University hereby awards a cost reimbursable subaward, as described above, to Collaborator. The statement of work a subaward are as specified in Collaborator's proposal dated Sept 1, 2001 . In its performance of subaward work, independent entity and not an employee or agent of University.</p> <p>2) University shall reimburse Collaborator not more often than monthly for allowable costs. All invoices shall be submitted standard invoice, but at a minimum shall include current and cumulative costs, subaward number, and certification as to 1 invoice. Invoices that do not reference University's subaward number shall be returned to Collaborator. Invoices and que receipt or payments should be directed to the appropriate party's Financial Contact, as shown in Attachment 3.</p> <p>3) A final statement of costs incurred, marked "FINAL", must be submitted to University's Financial Contact NOT LATER after subaward end date. The final statement of costs shall constitute Collaborator's final financial report.</p> <p>4) All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event necessary as a result of an adverse audit finding against the Collaborator.</p> <p>5) Matters concerning the technical performance of this subaward should be directed to the appropriate party's Project DI Attachment 3. Technical reports are required as shown above, "Reporting requirements."</p> <p>6) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this subaward agreement should be directed to the appropriate party's Administrative Contact, as shown in Attachment 3. Any such changes made to this subaward agreement require the written approval of each party's Authorized Official, as shown in Attachment 3.</p> <p>7) Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.</p> <p>8) Either party may terminate this agreement with thirty days written notice to the appropriate party's Administrative Contact, as shown in Attachment 3.</p> <p>9) University shall pay Collaborator for all allowable, noncancellable obligations in the event of termination by University.</p> <p>10) No-cost extensions require the approval of the University. Any requests for a no-cost extension should be addressed to and received by the Administrative Contact, as shown in Attachment 3, not less than thirty days prior to the desired effective date of the requested change.</p> <p>11) The Subaward is subject to the terms and conditions of the Prime Award and other special terms and conditions, as identified in Attachment 2.</p> <p>11) By signing below Collaborator makes the certifications and assurances shown in Attachment 1. Collaborator also assures that it will comply with applicable statutory and regulatory requirements specified in Appendix B of the FDP Operating Procedures found at: http://www.nsf.gov/home/grants/grants_fdp.htm.</p>		
By an Authorized Official of University		By an Authorized Official of Collaborator
Name R. Killoren	Date	Name Anne J.M. Moffat
Title Asst VP for Research		Title Director, Sponsored Programs

7) Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.

Termination

FDP Subaward Agreement	
Prime Awardee	Subawardee
Institution/Organization ("University") Name: The Pennsylvania State University Address: 110 Technology Center University Park, PA 16802	Institution/Organization ("Collaborator") Name: Ohio State University Address: 590 Woody Hayes Columbus, OH 432
Prime Award No. 2001-41521-01ABC	Subaward No. 2180-OSU-USDA-1ABC
Awarding Agency USDA/CSREES	CFDA No. 10.500
Subaward Period of Performance January 1, 2002 - December 31, 2002	Amount Funded this Action: \$100,000
Project Title Research on Corn Growing in Dirt	
Reporting Requirements: See Attachment 4	
Terms and Conditions (cont)	
<p>1) University hereby awards a cost reimbursable subaward, as described above, to Collaborator. The statements subaward are as specified in Collaborator's proposal dated Sept 1, 2001 . In its performance of law independent entity and not an employee or agent of University.</p> <p>2) University shall reimburse Collaborator not more often than monthly for allowable costs. All invoices shall be standard invoice, but at a minimum shall include current and cumulative costs, subaward number and certicial invoice. Invoices that do not reference University's subaward number shall be returned to Collaborator. Invoice receipt or payments should be directed to the appropriate party's Financial Contact, as shown in Attachment 3.</p> <p>3) A final statement of costs incurred, marked "FINAL", must be submitted to University's Financial Contact NO after subaward end date. The final statement of costs shall constitute Collaborator's final financial report.</p> <p>4) All payments shall be considered provisional and subject to adjustment within the total estimated cost in necessary as a result of an adverse audit finding against the Collaborator.</p> <p>5) Matters concerning the technical performance of this subaward should be directed to the appropriate party's Attachment 3. Technical reports are required as shown above, "Reporting Requirements."</p> <p>6) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in th directed to the appropriate party's Administrative Contact, as shown in Attachment 3. Any such changes made require the written approval of each party's Authorized Official, as shown in Attachment 3.</p> <p>7) Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its to the extent allowed by law.</p> <p>8) Either party may terminate this agreement with thirty days written notice to the appropriate party's Administrative Contact, as shown in Attachment 3. University shall pay Collaborator for all allowable, noncancellable obligations in the event of termination by University.</p> <p>9) No cost extensions require the approval of the University. Any requests for a no-cost extension should be addressed to and received by the Administrative Contact, as shown in Attachment 3, not less than thirty days prior to the desired effective date of the requested change.</p> <p>10) The Subaward is subject to the terms and conditions of the Prime Award and other special terms and conditions, as identified in Attachment 2.</p> <p>11) By signing below Collaborator makes the certifications and assurances shown in Attachment 1. Collaborator also assures that it will comply with applicable statutory and regulatory requirements specified in Appendix B of the FDP Operating Procedures found at: http://www.nsf.gov/home/grants/grants_fdp.htm.</p>	
By an Authorized Official of University	By an Authorized Official of Collaborator
Name R. Killoren	Name Anne J.M. Moffat
Title Asst VP for Research	Title Director, Sponsored Programs

8) Either party may terminate this agreement with thirty days written notice to the appropriate party's Administrative Contact, as shown in Attachment 3. University shall pay Collaborator for all allowable, noncancellable obligations in the event of termination by University.

Extensions

FDP Subaward Agreement	
Prime Awardee	Subaw
Institution/Organization ("University") Name: The Pennsylvania State University Address: 110 Technology Center University Park, PA 16802	Institution/Organization ("Collat") Name: Ohio State Unvers Address: 590 Woody Hayes Columbus, OH 432
Prime Award No. 2001-41521-01ABC	Subaward No. 2180-OSU-USDA-1ABC
Awarding Agency USDA/CSREES	CFDA No. 10.500
Subaward Period of Performance January 1, 2002 - December 31, 2002	Amount Funded this Action: \$100,000
Project Title Research on Corn Growing in Dirt	
Reporting Requirements: See Attachment 4	
Terms and Conditions (10%)	
<p>1) University hereby awards a cost reimbursable subaward, as described above, to Collaborator. The statements subaward are as specified in Collaborator's proposal dated Sept 1, 2001 . In its performance of subaw independent entity and not an employee or agent of University.</p> <p>2) University shall reimburse Collaborator not more often than monthly for allowable costs. All invoices shall be standard invoice, but at a minimum shall include current and cumulative costs, subaward number, and certifi invoice. Invoices that do not reference University's subaward number shall be returned to Collaborator. Invoice receipt or payments should be directed to the appropriate party's Financial Contact, as shown in Attachment 3.</p> <p>3) A final statement of costs incurred, marked "FINAL", must be submitted to University's Financial Contact NO after subaward end date. The final statement of costs shall constitute Collaborator's final financial report.</p> <p>4) All payments shall be considered provisional and subject to adjustment within the total estimated cost in necessary as a result of an adverse audit finding against the Collaborator.</p> <p>5) Matters concerning the technical performance of this subaward should be directed to the appropriate party's Attachment 3. Technical reports are required as shown above, "Reporting Requirements."</p> <p>6) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in th directed to the appropriate party's Administrative Contact, as shown in Attachment 3. Any such changes made require the written approval of each party's Authorized Official, as shown in Attachment 3.</p> <p>7) Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.</p> <p>8) Either party may terminate this agreement with thirty days written notice to the appropriate party's Administrative Contact, as shown in Attachment 3. University shall pay Collaborator for all allowable costs incurred by Collaborator in the event of termination by University.</p> <p>9) No-cost extensions require the approval of the University. Any requests for a no-cost extension should be addressed to and received by the Administrative Contact, as shown in Attachment 3, not less than thirty days prior to the desired effective date of the requested change.</p> <p>10) The Subaward is subject to the terms and conditions of the Prime Award and other special terms and conditions, as identified in Attachment 2.</p> <p>11) By signing below Collaborator makes the certifications and assurances shown in Attachment 1. Collaborator also assures that it will comply with applicable statutory and regulatory requirements specified in Appendix B of the FDP Operating Procedures found at: http://www.nsf.gov/home/grants/grants_fdp.htm.</p>	
By an Authorized Official of University	By an Authorized Official of Collaborator
Name R. Killoren	Name Anne J.M. Moffat
Title Asst VP for Research	Title Director, Sponsored Programs

9) No-cost extensions require the approval of the University. Any requests for a no-cost extension should be addressed to and received by the Administrative Contact, as shown in Attachment 3, not less than thirty days prior to the desired effective date of the requested change.

Special Terms

FDP Subaward Agreement	
Prime Awardee	
Institution/Organization ("University") Name: The Pennsylvania State University Address: 110 Technology Center University Park, PA 16802	Institution Name: Address:
Prime Award No. 2001-41521-01ABC	Subaward No. 2180-01
Awarding Agency USDA/CSREES	CFDA No. 10.500
Subaward Period of Performance January 1, 2002 - December 31, 2002	Amount F \$100,000
Project Title Research on Corn Growing in Dirt	
Reporting Requirements: See Attachment 4	

10) The Subaward is subject to the terms and conditions of the Prime Award and other special terms and conditions, as identified in Attachment 2.

11) By signing below Collaborator makes the certifications and assurances shown in Attachment 1. Collaborator also assures that it will comply with applicable statutory and regulatory requirements specified in Appendix B of the FDP Operating Procedures found at: http://www.nsf.gov/home/grants/grants_fdp.htm.

Attachment 3. University shall release collaborator for all allowable, noncancelable obligations in the event of termination by University.

9) No-cost extensions require the approval of the University. Any requests for a no-cost extension should be addressed to and received by the Administrative Contact, as shown in Attachment 3, not less than thirty days prior to the desired effective date of the requested change.

10) The Subaward is subject to the terms and conditions of the Prime Award and other special terms and conditions, as identified in Attachment 2.

11) By signing below Collaborator makes the certifications and assurances shown in Attachment 1. Collaborator also assures that it will comply with applicable statutory and regulatory requirements specified in Appendix B of the FDP Operating Procedures found at: http://www.nsf.gov/home/grants/grants_fdp.htm.

By an Authorized Official of University		By an Authorized Official of Collaborator	
Name R. Killoren	Date	Name Anne J.M. Moffat	Date
Title Asst VP for Research		Title Director, Sponsored Programs	

Signatures

FDP Subaward Agreement		
Prime Awardee	Subawardee	
Institution/Organization ("University") Name: The Pennsylvania State University Address: 110 Technology Center University Park, PA 16802	Institution/Organization ("Collaborator") Name: Ohio State University Research Foundation Address: 590 Woody Hayes Drive Columbus, OH 43210-1057	
Prime Award No. 2001-41521-01ABC	Subaward No. 2180-OSU-USDA-1ABC	
Awarding Agency USDA/CSREES	CFDA No. 10.500	
Subaward Period of Performance January 1, 2002 - December 31, 2002	Amount Funded this Action: \$100,000	Est. Total: (if incrementally funded) \$100,000

By an Authorized Official of University		By an Authorized Official of Collaborator	
Name R. Killoren	Date	Name Anne J.M. Moffat	Date
Title Asst VP for Research		Title Director, Sponsored Programs	

4) All payments shall be considered provisional and subject to adjustment when the final cost accounting statement and other such requirements are necessary as a result of an adverse audit finding against the Collaborator.

5) Matters concerning the technical performance of this subaward should be directed to the appropriate party's Project Director, as shown in Attachment 3. Technical reports are required as shown above, "Reporting Requirements."

6) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this subaward agreement should be directed to the appropriate party's Administrative Contact, as shown in Attachment 3. Any such changes made to this subaward agreement require the written approval of each party's Authorized Official, as shown in Attachment 3.

7) Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.

8) Either party may terminate this agreement with thirty days written notice to the appropriate party's Administrative Contact, as shown in Attachment 3. University shall pay Collaborator for all allowable, non-reimbursable obligations in the event of termination by University.

9) No-cost extensions require the approval of the University. Any requests for a no-cost extension should be addressed to and received by the Administrative Contact, as shown in Attachment 3, not less than thirty days prior to the desired effective date of the requested change.

10) The Subaward is subject to the terms and conditions of the Prime Award and other special terms and conditions, as identified in Attachment 2.

11) By signing below Collaborator makes the certifications and assurances shown in Attachment 1. Collaborator also assures that it will comply with applicable statutory and regulatory requirements specified in Appendix B of the FDP Operating Procedures found at: http://www.nsf.gov/home/grants/grants_fdp.htm.

By an Authorized Official of University		By an Authorized Official of Collaborator	
Name R. Killoren	Date	Name Anne J.M. Moffat	Date
Title Asst VP for Research		Title Director, Sponsored Programs	

Attachment 1

Attachment 1 FDP Subaward Agreement

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

Certification Regarding Lobbying

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Collaborator, to any person for influencing or to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the info of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Collaborator shall complete and submit Standard Form "Disclosure Form to Report Lobbying," to the University.
- 3) The Collaborator shall require that the language of this certification be included in the award documents for all subawards at all tiers (subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Debarment, Suspension, and Other Responsibility Matters

Collaborator agrees to comply with 45 CFR part 76, Appendix B-Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions. In addition, Collaborator certifies by signing this Subaward Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

OMB Circular A-133 Assurance

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

Certifications:
Lobbying,
Debarment,
A-133

Attachment 2

Attachment 2
FDP Subaward Agreement
NSF

General terms and conditions:

1. [Insert grant program legislation and program regulation cited in Notice of Grant Award.]
2. The restrictions on the expenditure of federal funds in appropriations acts are applicable to this subaward to the extent those restrictions are pertinent.
3. OMB Circular A-110 or 45 CFR Part 602 as applicable. [This is the CFR governing NSF.]
4. The NSF Grant Policy Manual, including period of performance.
5. Federal Demonstration Partnership Ph _____, and found at <http://www.nsf.gov>, following:
 - a. The right to initiate an automatic or 25(c)(2) is replaced by the need to obtain
 - b. The payment mechanism described in Article 52 of the General Terms and Requirements are replaced with Terms
 - c. Any prior approvals are to be sought Agency.
6. Title to equipment costing \$5,000 or more or collaborator cost sharing funds, as a conditionally vest in the collaborator Federal Awarding Agency subject to the General Terms and Conditions.

Special terms and conditions:

Identify award/agency-specific general terms and conditions, which can vary by agency or by award. A sample is available for each major agency.

Optional IP Clause for Attachment 2

(c) Intellectual Property

(2) The Collaborator grants to UNIVERSITY an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, publish, and perform any copyrights or copyrighted material (including any computer software and its documentation and/or databases) developed under this Subaward Agreement for the purpose of education and research or to the extent required to meet UNIVERSITY's obligations under its Prime Award.

Optional Data Rights Clause for Attachment 2

- (d) Data Rights. Collaborator hereby grants to UNIVERSITY license to use data created in the performance of this FDP Subaward Agreement for the purpose of education and research or to the extent required to meet UNIVERSITY's obligations under its Prime Award.

Attachment 3

Attachment 3 FDP Subaward Agreement	
University Contacts	Collaborator Contacts
Administrative Contact	Administrative Contact
Name:	Name:
Address:	Address:
Telephone:	Telephone:
Fax:	Fax:
Email:	Email:
Project Director	
Name:	
Address:	
Telephone:	
Fax:	
Email:	
Financial Contact	
Name:	
Address:	
Telephone:	
Fax:	
Email:	
Authorized Official	
Name:	
Address:	
Telephone:	
Fax:	
Email:	

Identify Corresponding Parties:
Administrative,
Project Director,
Financial,
Authorized Official

Attachment 4

ATTACHMENT 4 SUBAWARD AGREEMENT

Reporting Requirements

1. Subawardee shall submit monthly technical progress reports to University Project Director, as stated in Attachment 3.
2. In accordance with 37 CFR 401.14, Subawardee shall notify University Administrative Contact, as stated in Attachment 3, within two months of Subawardee's inventor discloses invention(s) in writing to Subawardee responsible for patent matters. Subawardee shall use form DD682 to report invention(s). A negative report is not required.

When the prime award is from NASA, use the following language for 2, above:

The Subawardee shall submit to University's Administrative Contact, as stated in Attachment 3, NASA Form 1679 "New Technology Disclosure" for each discovery of new technology individually, at the time of its discovery. If this subaward is a multi-year award, the Subawardee shall submit to University's Administrative Contact NASA Form C-3044 "New Technology Summary Report" marked "interim". The required NASA forms may be found at <http://cto.gsc.nasa.gov/contacts/newtech/newtech.htm>.

You can include special technical reporting requirements in Attachment 4.