

**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 XXXXXXXX, 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 XXXXXXXX (hereinafter referred to as Prime Sponsor); and

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

Prime Award No. XXXXX (FAIN No. XXXXXX)
CFDA No. XX.XXX, CFDA Program Named XXXXXXXX
Awarded to UM: \$XXXXXXXX
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 XXXXX through XXXXX.

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.

XXXXXXXX

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](https://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 \$XXXXX. 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 material 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

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

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)

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

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 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L.112-239)

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

APPENDIX D
Subaward No. Z/QXXXXXXXX

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

FOR UNIVERSITY OF MARYLAND

By: _____
(Subawardee's signature)

By: _____
(UM's signature)

Name: _____

Name _____

Title: _____

Title: _____

Date: _____

Date: _____

Reporting of Total Compensation of Subrecipient Executives Appendix

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.

Officer 1 Name
Officer 1 Compensation
Officer 2 Name
Officer 2 Compensation
Officer 3 Name
Officer 3 Compensation
Officer 4 Name
Officer 4 Compensation
Officer 5 Name
Officer 5 Compensation