**GENERAL PROVISIONS:**

1. These terms and conditions apply to all Subawards issued by the University of Alaska Anchorage (UAA).
2. The terms and conditions are binding, once the Subaward has been executed by both parties.
3. This Subaward agreement identifies the parties, scope or statement of work, establishes funding obligations and budget, the period of performance, special terms and conditions, and carries the signatures of authorized representatives of each party.
4. The Subaward is a binding agreement whereby the SUB-RECIPIENT shall provide the personnel, materials, required facilities to accomplish the work described in the scope or statement of work (attachment 5). In return, UAA agrees to reimburse the SUB-RECIPIENT for the allowable costs of the project in accordance with these terms up to a total funding of $XXXXX as specified in the *Scope of Work and Budget*, Attachment 5, attached hereto, which shall not be exceeded unless changed by written modification of the Subaward signed by both Parties.
5. The Subaward does not establish any employment or agency relationship between the parties.
6. Each party remains an independent entity.
7. Each party is responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by applicable law.
8. The Subaward supersedes any prior agreements or representations between the parties regarding the proposed project whether oral or written.
9. SUB-RECIPIENT may not assign the Subaward nor any right, remedy, obligation, or liability arising there under or by reason thereof nor may SUB-RECIPIENT further subcontract any of the work to be performed under the Subaward without prior written approval from UAA.

**MODIFICATIONS:**

1. These terms and conditions may be altered by the Special Terms and Conditions as recorded as an attachment to this agreement or in subsequent written modifications.
2. Any changes to the Subaward after the initial Subaward has been executed must be recorded in written modifications, with a modification number. Both parties must sign modifications.
3. Modifications must be signed by both parties Authorized Representative as designated in Attachment 2 and 3.

**PRIME INCORPORATION IN SUBAWARD:**

1. The Subaward is also subject to the terms and conditions of the Prime Funding Agency and Agreement. Prior approval from UAA is required to extend the period of performance of this Subaward. Any exceptions or additions to the Prime Award will be identified Special Terms and Conditions if applicable.
2. In the event of conflicts among the various documents and agreements, the following order of precedence will govern:
   1. The Subaward including any Special Terms and Conditions and Modifications
   2. Proposal or Statement of Work, and approved budget incorporated into the Subaward
   3. Terms and conditions of the Prime Award

**INVOICE AND PAYMENT:**

1. SUB-RECIPIENT must request reimbursement for allowable costs incurred no more frequently than monthly but at least quarterly from the individual identified in Attachment 3.
2. Invoices must include the Subaward number (purchase order number), the period covered by the invoice, and must show the same level of cost detail as the approved proposal budget.
3. Invoices must show expenditures and cost share contributions (if applicable) for the current period and the cumulative amount to date.
4. The invoice must include a certification by an authorized official as to the truth and accuracy of the invoice.
5. Invoices submitted for time periods exceeding three months will not be processed.
6. SUB-RECIPIENT must submit an invoice marked “FINAL,” not later than 30 days after Subaward end date. Notwithstanding any terms and conditions or other provisions contained in the final invoice or any accompanying correspondence, the final invoice and/or financial statement constitutes SUB-RECIPIENT’S final request for reimbursement and upon its payment by UAA, a release by with the SUB-RECIPIENT does remise, release, and discharge UAA, its officers, agents, and employees of and from all liabilities, obligations, claims, and demands whatsoever under or arising from the Subaward. Both UAA and SUB-RECIPIENT understand that all payments are provisional and are subject to adjustment as a result of an adverse audit finding concerning the Subaward.
7. In the event that SUB-RECIPIENT fails to submit either a FINAL invoice or request for no-cost extension within the time frame established under the Subaward, UAA shall consider the last regular invoice to be the FINAL invoice. Any unexpended balance will be automatically de-obligated and UAA will not make any further payments to the SUB-RECIPIENT.
8. If cost sharing is required, the SUP-RECIPIENT must report such cost share expenditures to UAA with each invoice either on the invoice or separately on the SUB-RECIPIENT’s letterhead. If attached separately, the report must meet all the same requirements as invoice requirements. The SUB-RECIPIENT may not use federal funds to meet cost share obligations under any other Federal awards.
9. Invoices can be submitted electronically or can be mailed to the department administrative contact listed on attachment 2 for contact information.
10. Backup documentation must be available to support both the SUB-RECIPIENT invoice and expenditures. Upon request from UAA, SUB-RECIPIENT must provide backup and source documentation for inspection of allowability to UAA. SUB-RECIPIENT has 30 days to comply and provide backup documentation or charges can be deemed unallowable. This documentation must be available for inspection for a minimum of three years after the end date of the Subaward.
11. A SUB-RECIPIENT is required to meet their stated objectives and deliverables as indicated on the attached Scope of Work and/or Work plan.
12. In a reporting period in which no activity takes place, the required reports must still be completed and submitted on time. SUB-RECIPIENT should report zero activity and state why no activity took place during the reporting period.

**AUDIT:**

1. If applicable, throughout the term of the Subaward, SUB-RECIPIENT agrees to forward upon request, audit information in accordance with OMB Circular A-133. This could include certification of audit results, web links to audit reports, the most recent audit report, corrective action plans, and/or other pertinent information.
2. Upon request by UAA, in the absence of an A-133 audit, SUB-RECIPIENT must submit a record of its most recent audit by an independent accountant, including a certification as to the accuracy and reliability of the SUB-RECIPIENT’s financial statements and internal control structure.
3. If any amount, paid here under by UAA is subsequently disapproved or disallowed by the Prime Sponsor, UAA, or by another agency, the SUB-RECIPIENT shall, upon demand, promptly repay UAA said disapproved or disallowed amount.

**RECORD MAINTENANCE AND INSPECTION:**

1. The SUB-RECIPIENT will make all financial records, technical or programmatic reports, supporting documents, correspondence and any other records applicable to the Subaward available at all reasonable times for inspection, review, and audit by the Prime Sponsor, by UAA or by their authorized representative(s). SUB-RECIPIENT must retain these records for a period of at least three years from the date of the final invoice or from the settlement date of any claims, audits, appeals, or litigation, whichever is later, or as the Prime Agreement prescribes.
2. Designated representatives of UAA have the right to inspect and review the progress of the work performed at the SUB-RECIPIENT’S place of business pursuant to this Subaward. SUB-RECIPIENT must make available all reasonable facilities, including access to relevant data, test results, and computations used or generated under this Agreement if requested by UAA. UAA must conduct such inspections in such manner so as not to unduly delay the progress of the work. UAA must give the SUB-RECIPIENT 30-days’ notice prior to conducting any such inspection.

**RIGHTS TO DATA, PUBLICATIONS, AND COPYRIGHTS:**

1. SUB-RECIPIENT and its investigators are free to publish papers dealing with the results of the research project sponsored under this Subaward. However, SUB-RECIPIENT must give UAA the opportunity to review such papers or presentations prior to their being released. UAA agrees to complete such review within 30 days.
2. SUB-RECIPIENT must include in every publication or presentation appropriate recognition of the support received from UAA and the Prime Sponsor.
3. Unless otherwise specified herein, any data developed by SUB-RECIPIENT in the performance of this Subaward shall be and remain the sole property of the SUB-RECIPIENT.
4. The SUB-RECIPIENT may copyright any work product, software or data that is subject to copyright and was first developed by or on behalf of SUB-RECIPIENT under the Subaward.
5. UAA and the Prime Sponsor shall have a royalty-free, non-exclusive, world-wide and irrevocable right to reproduce, display, publish, or otherwise use, and to authorize others to use, such data and material to the extent required to meet UAA’s obligations under is Prime agreement and for the purposes of its noncommercial research and educational missions.

**INVENTIONS:**

1. The parties agree to abide by the applicable United States regulations governing patents and inventions issued by the US Department of Commerce at 37 CFR 401, wherein the rights of the Federal Government are established. Any invention or discovery made or conceived in the performance of the research or other work (hereinafter called “Invention”), or any patent to be granted on such Invention shall be jointly or individually owned by Sub-recipient and/or UAA in accordance with the following criteria:
   1. Title to any Invention made or conceived jointly by employees of both SUB-RECIPIENT and UAA in the performance of the Research (hereinafter called “Joint Invention”) shall vest jointly in UAA and SUB-RECIPEIENT.
   2. Title to any Invention made or conceived solely by employees of either SUB-RECIPIENT or UAA in the performance of the Research shall vest in the party whose employees or students made or conceived such Invention or discovery.
2. The SUB-RECIPEINT will, upon request, submit a written report concerning each patent filing, including: the filing date, serial number and title, a copy of the patent application, patent number, and issue date.

**EXPORT CONTROL:**

The parties acknowledge that each is responsible for compliance with US Export Control regulations. In the event that either party becomes aware that the research work that is being or will be conducted, is or is likely to involve a technology that is subject to Export Controls, each party agrees to notify the other within three working days so that the situation can be evaluated and an appropriate course of action taken.

**TERMINATION:**

1. UAA and SUB-RECIPIENT have the right to terminate the Subaward in whole or in part, without cause, with 30 days advance notice in writing to the other party.
2. At such time, the SUB-RECIPIENT must stop work to the extent specified in the Notice of Termination on the date such notice is received from or issued to UAA. SUB-RECIPIENT may not place any orders or subcontracts for additional materials, services, or facilities, except as may be necessary for the completion of such portion of the work that is not terminated and approved by UAA.
3. UAA agrees to reimburse the SUB-RECIPIENT for all allowable costs of the work that has been performed prior to said notice of termination and all obligations relating to such work that cannot be canceled.

**DISPUTES:**

In the event of a dispute or claim regarding any matter under the Subaward that is not disposed of by mutual agreement, the parties agree to pursue those necessary institutional and/or legal remedies as deemed appropriate. Legal remedies may include pursuit of the dispute by either party in a court of competent jurisdiction. In this event, each party shall be responsible for all costs they incur as a result of such action. SUB-RECIPIENT agrees to continue performance on a disputed matter until any such dispute is resolved.

**LAW AND SEVERABILITY:**

It is agreed that if either party is an agency of its respective state government, the applicable constitutional provisions or statutes that govern sovereign immunity shall dictate the appropriate forum and law governing substantive issues. SUB-RECIPIENT agrees to comply with all relevant federal, state, county, and municipal executive orders, rules, regulations, laws and ordinances. In the event that any provision(s) of the Agreement are rendered void or illegal the remainder of its provisions shall remain in effect. Failure on the part of either party to exercise a right or remedy shall not preclude exercising them in the future.

**SPECIAL TERMS & CONDITIONS:**

None.