

Research Subaward Agreement- ARRA FUNDS

Institution/Organization ("Prime Recipient")

Name: University of Alaska Fairbanks

Prime Award No.:

Awarding Agency: National Science Foundation

Institution/Organization ("Subrecipient")

Name:

Subaward No.:

CFDA #:

Amount Funded This Action:

Est. Total (if incrementally funded)

Subaward Period of Performance:

Budget Period: From:

To:

Estimated Project Period (if incrementally funded):

From:

To:

Project Title:

Reporting Requirements: Check here if applicable (See Attachment 4) ARRA Funds (Attachment 4A)

Terms & Conditions

- 1) Prime Recipient hereby awards a cost reimbursable subaward, as described above, to Subrecipient. The statement of work and budget for this subaward are (check one): As specified in Subrecipient's proposal dated _____; or as shown in Attachment 5. In its performance of the subaward work, Subrecipient shall be an independent entity and not an employee or agent of Prime Recipient.
- 2) Prime Recipient Shall reimburse Subrecipient not more often than monthly for allowable costs. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), subaward number, and certification as to truth and accuracy of invoice. *Invoices that do not reference Prime Recipient's Subaward Number shall be returned to Subrecipient.* Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Administrative Contact as shown in Attachments 3A & 3B.
- 3) A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to Prime Recipient's Financial Contact, as shown in Attachments 3A and 3B, NOT LATER THAN sixty (60) days after subaward end date. The final statement of costs shall constitute Subrecipient'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 Subrecipient.
- 5) Matters concerning the technical performance of this subaward should be directed to the appropriate party's Principal Investigator, as shown in Attachments 3A and 3B. Technical reports are required as shown above, "Reporting Requirements".
- 6) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this subaward agreement, and any changes requiring prior approval, should be directed to the appropriate party's Authorized Official Contact, as shown in Attachments 3A & 3B. Any such changes made to this subaward agreement require the written approval of each party's Authorized Official as shown in Attachments 3A & 3B.
- 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 subaward with thirty (30) days written notice to the appropriate party's Authorized Official Contact as shown in Attachments 3A & 3B. Prime Recipient shall pay Subrecipient for termination costs as allowable under OMB Circular A-21 or A-122 or 45 CFR Part 74 Appendix E, "Principles for Determining Costs Applicable to Research and Development under Grants and Contracts with Hospitals" as applicable.
- 9) No-cost extensions require the approval of the Prime Recipient. Any requests for a no-cost extension should be addressed to and received by the Authorized Official Contact, as shown in Attachments 3A & 3B, not less than thirty (30) 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 Subrecipient makes the certifications and assurances shown in Attachments 1 and 2. Subrecipient also assures that it will comply with applicable statutory and regulatory requirements specified in the Research Terms & Conditions Appendix C found at <http://www.nsf.gov/bfa/dias/policy/rtc/appc.pdf>.

By an Authorized Official of Prime Recipient

By an Authorized Official of Subrecipient

Deborah A. Moore, C.P.M.

Date

Assoc Director, Procurement & Research Services

Name & Title

Date

Attachment 1

Research Subaward Agreement

Certifications and Assurances

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

Certification Regarding Lobbying

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying", to the Prime Recipient.

3) The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Debarment, Suspension, and Other Responsibility Matters

Subrecipient 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

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

Attachment 2
Research Subaward Agreement
Prime Award Terms and Conditions
NSF

Certifications/Assurances

1. By signing this Research Subaward Agreement Subrecipient makes the certifications and assurances specified in the Research Terms and Conditions Appendix C found at <http://www.nsf.gov/bfa/dias/policy/rtc/appc.pdf>

General terms and conditions as of the effective date of this Research Subaward Agreement:

1. The restrictions on the expenditure of federal funds in appropriations acts are applicable to this subaward to the extent those restrictions are pertinent.
2. OMB Circular A-110 or 45 CFR Part 602 as applicable.
3. The Proposal and Award Policies and Procedures Guide, including addenda in effect as of the beginning date of the period of performance.
4. Research Terms and Conditions found at < http://www.nsf.gov/pubs/policydocs/rtc/nsf_109.pdf> and Agency Specific Requirements found at < http://www.nsf.gov/pubs/policydocs/rtc/nsf_708.pdf>, except for the following:
 - a. The right to initiate an automatic one-time extension of the end date provided by Article 25(c)(2) is replaced by the need to obtain prior written approval from the Prime Recipient;
 - b. The payment mechanism described in Article 22 and the financial reporting requirements in Article 52 of the Research Terms and Conditions and Article 9 of the Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this agreement; and
 - c. Any prior approvals are to be sought from the Prime Recipient and not the Federal Awarding Agency.
5. Title to equipment costing \$5,000 or more that is purchased or fabricated with research funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall unconditionally vest in the Subrecipient upon acquisition without further obligation to the Federal Awarding Agency subject to the conditions specified in Article 34(a) of the Research Terms and Conditions.

Special terms and conditions: [Institutions may include the following optional clauses.]

1. Copyrights

Subrecipient grants / shall grant (check one) to Prime Recipient an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward Agreement solely for the purpose of and only to the extent required to meet Prime Recipient's obligations to the Federal Government under its Prime Award.

2. Data Rights

Subrecipient grants to Prime Recipient the right to use data created in the performance of this Subaward Agreement solely for the purpose of and only to the extent required to meet Prime Recipient's obligations to the Federal Government under its Prime Award. [Do not add a Patent or Inventions Clause. The prime award governs rights to patents and inventions. Prime Recipient cannot obtain rights in the Subrecipients's subject inventions as a part of consideration for the subaward. Should it be necessary, the Federal Government can authorize the Prime Recipient's right to practice a Subrecipients's subject invention (as well as subject data or copyrights) on behalf of the Federal Government.]

3. Automatic Carry Forward: Yes No

(If No, Carry Forward requests must be sent to Prime Recipient's Authorized Official, as shown in Attachment 3).

Attachment 2 (continued)
Research Subaward Agreement
Prime Award Terms and Conditions
NSF
American Recovery and Reinvestment Act of 2009

Article 1. National Science Foundation American Recovery and Reinvestment Act of 2009 (ARRA) (Public Law 111-5) Award Term

(a) This award is funded under the American Recovery and Reinvestment Act of 2009 (ARRA) (Public Law 111-5). Unless otherwise specified, ARRA funding should be considered one-time funding.

(b) Recipients must comply with standard NSF award conditions (Research Terms and Conditions or Grant General Conditions, as applicable) as well as the requirements set forth in ARRA, including, but not limited to, the reporting requirements specified in the award term entitled, "Reporting and Registration Requirements under Section 1512 of the American Recovery and Reinvestment Act of 2009, Public Law 111-5", as well as the accompanying OMB guidance (available on the Recovery.gov website.) Failure to submit timely reports may result in NSF taking administrative action, including disallowance of costs or the suspension or termination of the award.

(c) Recipients of ARRA funds are reminded that such funds must be separately tracked and monitored independently from any non-ARRA funding.

(d) Recipients of ARRA funds are reminded that ARRA-related terms and conditions are required to be incorporated into any subrecipient agreements, as appropriate.

(e) NSF will monitor ARRA funds, and, if, after 12 months, no allowable expenditures have been incurred, NSF may consider reducing or terminating the award and reallocating the funds.

(End of award term)

Article 2. Reporting and Registration Requirements under Section 1512 of the American Recovery and Reinvestment Act of 2009, (Public Law 111-5)

(a) This award requires the recipient to complete projects or activities which are funded under the American Recovery and Reinvestment Act of 2009 ("Recovery Act") and to report on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public.

(b) The reports are due no later than **five** calendar days after each calendar quarter (4/5, 7/5, 10/5, 1/5) in which the recipient receives the assistance award funded in whole or in part by the Recovery Act.

(c) Recipients and their first-tier recipients must maintain current registrations in the Central Contractor Registration (www.ccr.gov) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (www.dnb.com) is one of the requirements for registration in the Central Contractor Registration.

(End of award term)

Article 3. Recovery Act Transactions listed in Schedule of Expenditures of Federal Awards and Recipient Responsibilities for Informing Sub-recipients

(a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Public Law 111-5) (Recovery Act) as required by Congress and in accordance with 2 CFR 215, subpart ___. 21 "Uniform Administrative Requirements for Grants and Agreements" and OMB A-102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds.

(b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular

A-133, "Audits of States, Local Governments, and Non-Profit Organizations," recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. This shall be accomplished by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

Attachment 2 (continued)
Research Subaward Agreement
Prime Award Terms and Conditions
NSF
American Recovery and Reinvestment Act of 2009

(c) Recipients agree to separately identify to each subrecipient, and document at the time of sub-award and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to sub-recipients shall distinguish the sub-awards of incremental Recovery Act funds from regular sub-awards under the existing program.

(d) Recipients agree to require their subrecipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office

(End of award term)

Article 4. Protecting State and Local Government and Contractor Whistleblowers under Section 1553 of the American Recovery and Reinvestment Act of 2009, (Public Law 111-5)

This article contains ARRA's statutory provisions prohibiting non-Federal employers receiving covered funds from taking actions against employees in reprisal for whistleblowing. Please note, that, pursuant to section (e), any employer receiving covered funds must post notice of the rights and remedies outlined in this award term.

(a) PROHIBITION OF REPRISALS.—An employee of any non-Federal employer receiving covered funds may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or such other person working for the employer who has the authority to investigate, discover, or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee reasonably believes is evidence of—

- (1) gross mismanagement of an agency contract or grant relating to covered funds;
- (2) a gross waste of covered funds;
- (3) a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- (4) an abuse of authority related to the implementation or use of covered funds; or
- (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

(b) INVESTIGATION OF COMPLAINTS.—

(1) **IN GENERAL.**—A person who believes that the person has been subjected to a reprisal prohibited by subsection (a) may submit a complaint regarding the reprisal to the appropriate inspector general. Except as provided under paragraph (3), unless the inspector general determines that the complaint is frivolous, does not relate to covered funds, or another Federal or State judicial or administrative proceeding has previously been invoked to resolve such complaint, the inspector general shall investigate the complaint and, upon completion of such investigation, submit a report of the findings of the investigation to the person, the person's employer, the head of the appropriate agency, and the Board.

(2) **TIME LIMITATIONS FOR ACTIONS.**—

Attachment 2 (continued)
Research Subaward Agreement
Prime Award Terms and Conditions
NSF
American Recovery and Reinvestment Act of 2009

(A) IN GENERAL.—Except as provided under subparagraph (B), the inspector general shall, not later than 180 days after receiving a complaint under paragraph (1)—

(i) make a determination that the complaint is frivolous, does not relate to covered funds, or another Federal or State judicial or administrative proceeding has previously been invoked to resolve such complaint; or (ii) submit a report under paragraph (1).

(B) EXTENSIONS.—

(i) VOLUNTARY EXTENSION AGREED TO BETWEEN INSPECTOR GENERAL AND COMPLAINANT.—If the inspector general is unable to complete an investigation under this section in time to submit a report within the 180-day period specified under subparagraph (A) and the person submitting the complaint agrees to an extension of time, the inspector general shall submit a report under paragraph (1) within such additional period of time as shall be agreed upon between the inspector general and the person submitting the complaint.

(ii) EXTENSION GRANTED BY INSPECTOR GENERAL.—

If the inspector general is unable to complete an investigation under this section in time to submit a report within the 180-day period specified under subparagraph (A), the inspector general may extend the period for not more than 180 days without agreeing with the person submitting the complaint to such extension, provided that the inspector general provides a written explanation (subject to the authority to exclude information under paragraph (4)(C)) for the decision, which shall be provided to both the person submitting the complaint and the non-Federal employer.

(iii) SEMI-ANNUAL REPORT ON EXTENSIONS.—The inspector general shall include in semi-annual reports to Congress a list of those investigations for which the inspector general received an extension.

(3) DISCRETION NOT TO INVESTIGATE COMPLAINTS.—

(A) IN GENERAL.—The inspector general may decide not to conduct or continue an investigation under this section upon providing to the person submitting the complaint and the non-Federal employer a written explanation (subject to the authority to exclude information under paragraph (4)(C)) for such decision.

(B) ASSUMPTION OF RIGHTS TO CIVIL REMEDY.—Upon receipt of an explanation of a decision not to conduct or continue an investigation under subparagraph (A), the person submitting a complaint shall immediately assume the right to a civil remedy under subsection (c)(3) as if the 210-day period specified under such subsection has already passed.

(C) SEMI-ANNUAL REPORT.—The inspector general shall include in semi-annual reports to Congress a list of those investigations the inspector general decided not to conduct or continue under this paragraph.

(4) ACCESS TO INVESTIGATIVE FILE OF INSPECTOR GENERAL.—

(A) IN GENERAL.—The person alleging a reprisal under this section shall have access to the investigation file of the appropriate inspector general in accordance with section 552a of title 5, United States Code (commonly referred to as the “Privacy Act”). The investigation of the inspector general shall be deemed closed for purposes of disclosure under such section when an employee files an appeal to an agency head or a court of competent jurisdiction.

(B) CIVIL ACTION.—In the event the person alleging the reprisal brings suit under subsection (c)(3), the person alleging the reprisal and the non-Federal employer shall have access to the investigative file of the inspector general in accordance with the Privacy Act.

(C) EXCEPTION.—The inspector general may exclude from disclosure—

(i) information protected from disclosure by a provision of law; and (ii) any additional information the inspector general determines disclosure of which would impede a continuing investigation, provided that such information is disclosed once such disclosure would no longer impede such investigation, unless the inspector general determines that disclosure of law enforcement techniques, procedures, or information could reasonably be expected to risk circumvention of the law or disclose the identity of a confidential source.

Attachment 2 (continued)
Research Subaward Agreement
Prime Award Terms and Conditions
NSF
American Recovery and Reinvestment Act of 2009

(5) **PRIVACY OF INFORMATION.**—An inspector general investigating an alleged reprisal under this section may not respond to any inquiry or disclose any information from or about any person alleging such reprisal, except in accordance with the provisions of section 552a

of title 5, United States Code, or as required by any other applicable Federal law.

(c) **REMEDY AND ENFORCEMENT AUTHORITY.**—

(1) **BURDEN OF PROOF.**—

(A) **DISCLOSURE AS CONTRIBUTING FACTOR IN REPRISAL.**—

(i) **IN GENERAL.**—A person alleging a reprisal under this section shall be deemed to have affirmatively established the occurrence of the reprisal if the person demonstrates that a disclosure described in subsection (a) was a contributing factor in the reprisal.

(ii) **USE OF CIRCUMSTANTIAL EVIDENCE.**—A disclosure may be demonstrated as a contributing factor in a reprisal for purposes of this paragraph by circumstantial evidence, including—

(I) evidence that the official undertaking the reprisal knew of the disclosure; or

(II) evidence that the reprisal occurred within a period of time after the disclosure such that a reasonable person could conclude that the disclosure was a contributing factor in the reprisal.

(B) **OPPORTUNITY FOR REBUTTAL.**—The head of an agency may not find the occurrence of a reprisal with respect to a reprisal that is affirmatively established under subparagraph (A) if the non-Federal employer demonstrates by clear and convincing evidence that the non-Federal employer would have taken the action constituting the reprisal in the absence of the disclosure.

(2) **AGENCY ACTION.**—Not later than 30 days after receiving an inspector general report under subsection (b), the head of the agency concerned shall determine whether there is sufficient basis to conclude that the non-Federal employer has subjected the complainant to a reprisal prohibited by subsection (a) and shall either issue an order denying relief in whole or in part or shall take 1 or more of the following actions:

(A) Order the employer to take affirmative action to abate the reprisal.

(B) Order the employer to reinstate the person to the position that the person held before the reprisal, together with the compensation (including back pay), compensatory damages, employment benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken.

(C) Order the employer to pay the complainant an amount equal to the aggregate amount of all costs and expenses (including attorneys' fees and expert witnesses' fees) that were reasonably incurred by the complainant for, or in connection with, bringing the complaint regarding the reprisal, as determined by the head of the agency or a court of competent jurisdiction.

(3) **CIVIL ACTION.**—If the head of an agency issues an order denying relief in whole or in part under paragraph (1), has not issued an order within 210 days after the submission of a complaint under subsection (b), or in the case of an extension of time under subsection (b)(2) (B)(i), within 30 days after the expiration of the extension of time, or decides under subsection (b)(3) not to investigate or to discontinue an investigation, and there is no showing that such delay or decision is due to the bad faith of the complainant, the complainant shall be deemed to have exhausted all administrative remedies with respect to the complaint, and the complainant may bring a de novo action at law or equity against the employer to seek compensatory damages and other relief available under this section in the appropriate district court of the United States, which shall have jurisdiction over such an action without regard to the amount in controversy. Such an action shall, at the request of either party to the action, be tried by the court with a jury.

(4) **JUDICIAL ENFORCEMENT OF ORDER.**—Whenever a person fails to comply with an order issued under paragraph (2), the head of the agency shall file an action for enforcement of such order in the United States district court for a district in which the reprisal was found to have occurred. In any action brought under this paragraph, the court may grant appropriate relief, including injunctive relief compensatory and exemplary damages, and attorneys' fees and costs.

(5) **JUDICIAL REVIEW.**—Any person adversely affected or aggrieved by an order issued under paragraph (2) may obtain review of the order's conformance with this subsection, and any regulations issued to carry out this section, in the United States court of appeals for a circuit in which the reprisal is alleged in the order to have occurred. No petition seeking such review may be filed more than 60 days after issuance of the order by the head of the agency. Review shall conform to chapter 7 of title 5, United States Code.

(d) **NONENFORCEABILITY OF CERTAIN PROVISIONS WAIVING RIGHTS AND REMEDIES OR REQUIRING ARBITRATION OF DISPUTES.**—

(1) **WAIVER OF RIGHTS AND REMEDIES.**—Except as provided under paragraph (3), the rights and remedies provided for in this section may not be waived by any agreement, policy, form, or condition of employment, including by any predispute arbitration agreement.

Attachment 2 (continued)
Research Subaward Agreement
Prime Award Terms and Conditions
NSF
American Recovery and Reinvestment Act of 2009

(2) PREDISPUTE ARBITRATION AGREEMENTS.—Except as provided under paragraph (3), no predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising under this section.

(3) EXCEPTION FOR COLLECTIVE BARGAINING AGREEMENTS.—

Notwithstanding paragraphs (1) and (2), an arbitration provision in a collective bargaining agreement shall be enforceable as to disputes arising under the collective bargaining agreement.

(e) REQUIREMENT TO POST NOTICE OF RIGHTS AND REMEDIES.—

Any employer receiving covered funds shall post notice of the rights and remedies provided under this section.

(f) RULES OF CONSTRUCTION.—

(1) NO IMPLIED AUTHORITY TO RETALIATE FOR NON-PROTECTED DISCLOSURES.—Nothing in this section may be construed to authorize the discharge of, demotion of, or discrimination against an employee for a disclosure other than a disclosure protected by subsection (a) or to modify or derogate from a right or remedy otherwise available to the employee.

(2) RELATIONSHIP TO STATE LAWS.—Nothing in this section may be construed to preempt, preclude, or limit the protections provided for public or private employees under State whistleblower laws.

(g) DEFINITIONS.—In this section:

(1) ABUSE OF AUTHORITY.—The term “abuse of authority” means an arbitrary and capricious exercise of authority by a contracting official or employee that adversely affects the rights of any person, or that results in personal gain or advantage to the official or employee or to preferred other persons.

(2) COVERED FUNDS.—The term “covered funds” means any contract, grant, or other payment received by any non-Federal employer if—

(A) the Federal Government provides any portion of the money or property that is provided, requested, or demanded; and (B) at least some of the funds are appropriated or otherwise made available by this Act.

(3) EMPLOYEE.—The term “employee”—

(A) except as provided under subparagraph (B), means an individual performing services on behalf of an employer; and (B) does not include any Federal employee or member of the uniformed services (as that term is defined in section 101(a)(5) of title 10, United States Code).

(4) NON-FEDERAL EMPLOYER.—The term “non-Federal employer”—

(A) means any employer—

(i) with respect to covered funds—

(I) the contractor, subcontractor, grantee, or recipient, as the case may be, if the contractor and (II) any professional membership organization, certification or other professional body, any agent or licensee of the Federal government, or any person acting directly or indirectly in the interest of an employer receiving covered funds; or (ii) with respect to covered funds received by a State or local government, the State or local government receiving the funds and any contractor or subcontractor of the State or local government; and

(B) does not mean any department, agency, or other entity of the Federal Government.

(5) STATE OR LOCAL GOVERNMENT.—The term “State or local government” means—

(A) the government of each of the several States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the Virgin Islands, the Commonwealth of the Northern Mariana Islands, or any other territory or possession of the United States; or (B) the government of any political subdivision of a government listed in subparagraph (A).

(6) BOARD – The term “Board” means the Recovery Accountability and Transparency Board, which was established in section 1521 of ARRA.

(End of award term)

Article 5. ARRA Provision 1604 Regarding Limit on Funds

a. Section 1604 of the Recovery Act specifies that: “None of the funds appropriated or otherwise made available in this Act may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.”

b. In accordance with this ARRA provision, no awards may be made using ARRA funds to support any of these types of establishments and/or facilities. In addition, in the March 20, 2009 White House Memorandum, Subject: Ensuring Responsible Spending of Recovery Act

Attachment 2 (continued)
Research Subaward Agreement
Prime Award Terms and Conditions
NSF
American Recovery and Reinvestment Act of 2009

Funds, President Obama noted that, to the extent permitted by law, agencies "shall not approve or otherwise support funding for projects that are similar to those described in section 1604 ..." The Memorandum did not elaborate on the types of projects that might be "similar" to those listed in section 1604. Thus, if an awardee plans to enter into a subaward arrangement with an establishment and/or facility that may be similar to those projects listed in section 1604, the expenditure of funds.

(End of award term)

Article 6. Referrals to the NSF Office of the Inspector General

The recipient (including any subrecipients of ARRA funds), shall promptly refer to the NSF Inspector General any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

(End of award term)

Attachment 3A
Research Subaward Agreement

Subaward Number:

Prime Recipient Contacts

Institution/Organization ("Prime Recipient")

Name: University of Alaska Fairbanks

Address: Procurement and Contract Services

3295 College Road, Suite 103

City: Fairbanks

State: Alaska

ZipCode: 99709

Administrative Contact

Name:

Address: University of Alaska Fairbanks

Department:

City: State: ZipCode:

Telephone: Fax:

Email:

Principal Investigator

Name:

Address: University of Alaska Fairbanks

Department:

City: State: ZipCode:

Telephone: Fax:

Email:

Financial Contact

Name: Sherry Lynch

Address: University of Alaska Fairbanks

Office of Grants & Contracts Administration

P.O. Box 757880

City: Fairbanks

State: Alaska

ZipCode: 99775-7880

Telephone: (907) 474-2703

Fax: (907) 474-5506

Email: slynch@alaska.edu

Authorized Official

Name: Deborah A. Moore C.P.M., Assoc Director, Procurement and Research Services

Address: University of Alaska Fairbanks

Procurement and Contract Services

3295 College Road, Suite 103

City: Fairbanks

State: Alaska

ZipCode: 99709

Telephone: (907) 474-6480

Fax: (907) 474-7720

Email: deb.moore@uaf.edu

Attachment 3B
Research Subaward Agreement

Subaward Number:

Subrecipient Contacts

Institution/Organization ("Subrecipient")

Name:

Address:

City: State: ZipCode:

EIN No.: Institution Type: Reg. in CCR? Yes No

Performance Site Same Address as Above? DUNS No.: Congressional District: Congressional District:

Yes No If No, complete Sect. B of Attachment 4A

Administrative Contact

Name:

Address:

City: State: ZipCode:

Telephone: Fax:

Email:

Principal Investigator

Name:

Address:

City: State: ZipCode:

Telephone: Fax:

Email:

Financial Contact

Name:

Address:

City: State: ZipCode:

Telephone: Fax:

Email:

Authorized Official

Name:

Address:

City: State: ZipCode:

Telephone: Fax:

Email:

Attachment 4
Research Subaward Agreement
Reporting Requirements

Enter specifics regarding the type of reports(s), number of copies, formatting requirements, frequency and submittal instructions.

Attachment 4 A
Research Subaward Agreement
Reporting Requirements
American Recovery and Reinvestment Act of 2009

Definition. “Reporting” includes invoicing, ARRA Data Elements, and technical reporting.

Invoicing. Subrecipient must invoice the Prime Recipient:

- not less often than quarterly
- not less often than monthly

Amendment for Updated Reporting Requirements. A unilateral amendment may be issued to update reporting requirements in response to any additional requirements or guidance from the OMB or Sponsor including, but not limited to, the definition of terms and data elements, and specific instructions for reporting and report formats.

Compliance with the American Recovery and Reinvestment Act (ARRA) of 2009. Subrecipient must comply with all requirements specified in Division A of the ARRA (Public Law 111-5), including reporting requirements outlined in Section 1512 of the Act.

Responsibilities for Informing Subrecipients. If Subrecipient issues Subawards under this agreement, Subrecipient agrees to separately inform each Subrecipient, and document at the time of Subaward and at the time of disbursement of funds, the Federal award number, any CFDA number assigned for ARRA purposes, and amount of ARRA funds. (2 CFR 215.26, 45 CFR 74.26, and 45 CFR 92.26).

Delegation of Reporting in federalreporting.gov. Prime Recipient hereby

- delegates does not delegate ARRA quarterly reporting requirements to the Subrecipient.

Where reporting is delegated, Subrecipient shall directly submit all required data via federalreporting.gov as specified in the OMB memorandum “Implementing Guidance for the Reports on Use of Funds Pursuant to the American Recovery and Reinvestment Act of 2009” dated June 22, 2009, or subsequent OMB-issued guidance.

Where reporting is not delegated, Subrecipient shall submit the UAF provided ARRA Quarterly Reporting Form to the Prime Recipient.

In all cases, Prime Recipient reserves the rights delineated in 2 CFR 215.53 part E, to request additional detail from the Subrecipient as needed to comply with the terms and reporting requirements of the Prime award.

Quarterly ARRA Reports to Prime Recipient.

Quarterly ARRA reports are due no later than each of the following dates during the Subaward period of

Attachment 4 A (continued)
Research Subaward Agreement
Reporting Requirements
American Recovery and Reinvestment Act of 2009

performance: **October 5, January 5, April 5, July 5.**

Subrecipients' reports shall be submitted to:

- The Prime Recipient Financial Contact identified in Attachment 3A.

Data to be Reported:

A. Technical Reporting. In addition to any other technical reporting requirements set forth under this Subaward Agreement, *when requested by the Prime Recipient Principal Investigator*, the Subrecipient Principal Investigator shall provide a brief update on cumulative programmatic achievements, including significant deliverables or milestones reached.

B. Research Subaward Agreement data elements. *Subrecipient shall report the following data elements:*

Subrecipient DUNS
Subrecipient Congressional District
Subrecipient Legal Name, Address, City, State, Zip
Subrecipient EIN
Subrecipient CCR registration, Yes or No
Amount of Subaward

C. Performance Site.

Subrecipient shall identify the physical location of the Primary Place of Performance of the Subaward.

Place of Performance Street Address 1
Place of Performance Street Address 2
Place of Performance City
Place of Performance State (two character code)
Place of Performance Zip (zip code + four)
Place of Performance Congressional District (two digit code)
Place of Performance Country Code (two character code)

Attachment 4 A (continued)
Research Subaward Agreement
Reporting Requirements
American Recovery and Reinvestment Act of 2009

D. Jobs Created / Retained.

(1) A brief description of the types of jobs created and jobs retained in the United States and outlying areas. "Jobs or positions created" means those new positions created and filled, or previously existing unfilled positions that are filled, as a result of Recovery Act funding. "Jobs or positions retained" means those previously existing filled positions that are retained under Recovery Act funding. This description may rely on job titles, broader labor categories, or the contractor's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work; and

(2) An estimate of the number of jobs created and jobs retained in the United States and outlying areas. At a minimum, this estimate shall include any new positions created and any existing filled positions that were retained to support or carry out Recovery Act projects or activities managed directly by the recipient, and if known, by Subrecipients. The number shall be expressed as "full-time equivalent" (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the recipient. For instance, two full-time employees and one part-time employee working half days would be reported as 2.5 FTE in each calendar quarter.

(3) A job cannot be reported as both created and retained.

(4) A brief description of the methodology used to calculate Jobs Created/Retained FTE estimates.

E. Most Highly Compensated Officers.

Subrecipient shall provide the names and total compensation of the five most highly compensated officers of the Subrecipient entity if the following items (1) and (2) apply.

If either item (1) or (2) does not apply, the Subrecipient's report shall include a statement certifying this.

If these items do apply, but there is no change in the most highly compensated individuals or their total compensation, the Subrecipient's report shall include a statement certifying this.

(1) The Subrecipient in its preceding fiscal year received --

(a) 80 percent or more of its annual gross revenues in Federal awards; and

(b) \$25,000,000 or more in annual gross revenues from Federal awards; and

(2) 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 [26 USC § 6104].

Attachment 4 A (continued)
Research Subaward Agreement
Reporting Requirements
American Recovery and Reinvestment Act of 2009

“Total compensation” means the cash and non-cash dollar value earned by the executive during the Subrecipient's past fiscal year of the following (for more information see 17 CFR 229.402(c) (2)):

- (i). Salary and bonus.
- (ii). Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with FAS 123R.
- (iii). Earnings for services under non-equity incentive plans. Does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- (iv). Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- (v). Above-market earnings on deferred compensation which are not tax qualified.
- (vi). Other compensation. For example, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property if the value for the executive exceeds \$10,000.

F. Vendor Payments in Excess of \$25,000.

Subrecipient must report, for any payments made to a single vendor equal to or greater than \$25,000, the identity of the vendor. Subrecipient shall report the vendor name and DUNS number if available. If the DUNS is not available, the Subrecipient shall report on the vendor name and zip code of the vendor's headquarters.

Attachment 5
Research Subaward Agreement
Scope of Work and Budget

Scope of Work and Budget (attached pages)