	FDP Cost Reir	mbursement	Research Sub	award A	\gr	eement
Pass-through Entity (PTE):			Subrecipient:			
PTE Principal Investigator (PI):			Subrecipient Principal Investigator (PI):			
PTE Federal Award No: FAIN:			- 1	Federal Awarding Agency:		
Federal Award Issue Date: Total Amount of Federal Award to PTE \$			CFDA No:	CFDA Title:		
Project Title:						
Subaward Period of Performance: Start: End:			Amount Funded This Action:			Subaward No.
Estimated Project Period (if incrementally funded): Start: End:			Incrementally Estim	ated Total:	Is	this Award R & D
Check all that apply Reporting Requirements (Attachment 4)			Subject to FFATA (Attachment 3B)			Cost Sharing (Attachment 5)
Terms and Conditions						
1)	PTE 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 subaward work, Subrecipient shall be an independent entity and not an employee or agent of PTE.					
2)	PTE 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 required in 2 CFR 200.415 (a). Invoices that do not reference PTE Subaward number shall be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Contact, as shown in Attachments 3A.					
3)	A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to PTE's Contact, as shown in Attachments 3A, NOT LATER THAN 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. PTE reserves the right to reject an invoice, in accordance with 2 CFR 200.305.					
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 Contact, as shown in Attachments 3A and 3B. Any such changes made to this subaward agreement require the written approval of each party's Authorized Official, as shown in Attachments 3A and 3B.					
7)	Substantive changes made to this subaward agreement require the written approval of each party's Authorized Official as shown in Attachments 3A and 3B. The PTE may issue non-substantive changes to the Period of Performance (check one) Bilaterally, or Unilaterally. Unilateral modifications shall be considered valid 14 days after receipt unless otherwise indicated by Subrecipient					
8)	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.					
9)	Either party may terminate this subaward with thirty days written notice to the appropriate party's Contact, as shown in Attachments 3A and 3B. PTE shall pay Subrecipient for termination costs as allowable under <u>Uniform Guidance, 2 CFR 200</u> , or 45 CFR Part 75 Appendix IX, "Principles for Determining Costs Applicable to Research & Development under Grants and Contracts with Hospitals, as applicable.					
10)	No-cost extensions require the approval of the PTE. Any requests for a no-cost extension should be addressed to and received by the Contact, as shown in Attachments 3A, not less than 30 days prior to the desired effective date of					
11)	the requested change. 11) The Subaward is subject to the terms and conditions of the PTE Award and other special terms and conditions, as identified in Attachment 2.					
12) By signing this Research Subaward Agreement Subrecipient makes the certifications and assurances shown in Attachments 1 and 2.						
13) Research Terms & Conditions – RESERVED						
By an Authorized Official of Pass-through Entity:			By an Authorized Official of Subrecipient:			
Nai Titl	me: e:	Date	Name: Title:			Date