

Subaward Agreement

Institution/Organization ("INSTITUTION") Name: Research Foundation for Mental Hygiene, Inc. Address: Riverview Center 150 Broadway, Suite 301 Menands, New York, 12204		Institution/Organization ("COLLABORATOR") Name: Address: EIN No.: DUNS No.:		
Prime Award No.	CFDA No:	For RFMH Use Only: <input type="checkbox"/> New P.O. # _____ <input type="checkbox"/> Change P.O. # _____ Total to be encumbered: _____ Category Breakdown: <input type="checkbox"/> Subaward first \$25,000 _____ <input type="checkbox"/> Subaward above \$25,000 _____		
Awarding Agency				
Subaward Period of Performance				
Project	Task			Award
Org				
Principal Investigator:				

Project Title:

Terms and Conditions

- 1) Institution hereby awards a cost reimbursable subaward, as described above, to Collaborator. The statement of work and budget for this subaward are (check one): _____ as specified in Collaborator's proposal dated _____; or _____ as shown in Attachment 5. In its performance of subaward work, Collaborator shall be an independent entity and not an employee or agent of Institution. When hiring employees or engaging consultants, Collaborator shall not incur a commitment to pay, nor shall it pay, individuals who are Research Foundation or New York State Department of Mental Hygiene (DMH) employees without prior approval from Institution.
- 2) Institution shall reimburse Collaborator not more often than monthly for allowable costs. All invoices shall be submitted using Institution's standard invoice or a facsimile thereof. Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Financial Contact, as shown in Attachment 3.
- 3) A final statement of cumulative costs incurred, including cost sharing, marked "FINAL," must be submitted to Institution's Financial Contact NOT LATER THAN sixty (60) days after subaward end date. The final statement of costs shall constitute Collaborator's final financial report.
- 4) All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of error, an audit finding, or other matter against the Collaborator.
- 5) Matters concerning the performance of this subaward should be directed to the appropriate party's Administrative Contact, as shown in Attachment 3. Reports are required as shown in Attachment 1.
- 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 Administrative Contact, as shown in Attachment 3. Any such changes made to this subaward agreement require the written approval of each party's Authorized Official, as shown in Attachment 3.
- 7) Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, directors or agents, to the extent allowed by law. Collaborator warrants that it presently maintains general liability and professional liability coverage of not less than \$1,000,000.00 per occurrence and \$3,000,000.00 in the aggregate and agrees to maintain such coverage in effect throughout the term of this agreement. Each party agrees to provide each other with current certificates of insurance upon request.
- 8) Either party may terminate this agreement with thirty days written notice to the appropriate party's Administrative Contact, as shown in Attachment 3. Institution shall pay Collaborator for costs allowable or committed, to the extent possible, under OMB Circular A-21 or A-122, as applicable.
- 9) No-cost extensions require the approval of the Institution. Any requests for a no-cost extension should be addressed to and received by the Administrative Contact, as shown in Attachment 3, not less than thirty days prior to the desired effective date of the requested change.
- 10) The Subaward is subject to the terms and conditions of the Prime Award as noted in Attachment 4, and other special terms and conditions, as identified in Attachments 1, 2 and 6.
- 11) By signing below Collaborator makes the certifications and assurances shown in Attachments 1 and 2.
- 12) This Subaward shall be governed by the laws of the State of New York without regard to its choice of law provisions.

By an Authorized Official of INSTITUTION:

 Robert Burke, Managing Director

 Date

By an Authorized Official of COLLABORATOR:

 Date

Attachment 1 Subaward Agreement

1. Key Personnel

The persons listed below are considered to be essential to the work performed hereunder. In the event any of the Key Persons leaves collaborating institution; Collaborator shall notify Institution in writing. Any individual appointed to replace any of the Key Persons must have the prior written approval of Institution. If any such individual is not acceptable to Institution, Institution shall issue a modification terminating this Agreement. Collaborator shall be reimbursed for its costs incurred through such termination date.

Key Person(s):

By signing the Subaward Agreement, the authorized official of COLLABORATOR certifies, to the best of its knowledge and belief, that:

2. Certification Regarding Lobbying

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Collaborator, to any person for influencing or 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 Collaborator shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the Institution.

3) The Collaborator 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.

3. Debarment, Suspension, and Other Responsibility Matters

Collaborator certifies by signing this Subaward Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

4. OMB Circular A-133 Assurance

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

5. Audit and Records

This Agreement is subject to audit by the Institution, and applicable audit requirements of Federal government agencies funding the work under this Agreement. Collaborator will keep records as required by government agencies. Collaborator agrees to make its records available for review and audit in a timely manner.

6. Worker's Compensation

This Agreement shall be void and of no effect unless, throughout its life, Collaborator secures worker's compensation insurance for the benefit of such employees as are by law required to be insured by the provisions of the Workman's Compensation Act.

7. Publication

Decisions about authorship on all publications resulting from this grant at Collaborator will be made by Institution's Principal Investigator and the investigator at Collaborator, prior to any such publications. As a subawardee, Collaborator is required to place an acknowledgment of grant support and a disclaimer, as appropriate, on any publications from grant-supported activity, in accordance with the Grants Policy Statement. In addition, for publications funded in whole or part by an NIH award, Collaborator is required to submit or have submitted for them to the National Library of Medicine's PubMed Central an electronic version of their final, peer-reviewed manuscripts upon acceptance for publication, to be made publicly available no later than 12 months after the official date of publication.

8. Use of Names

Neither Collaborator nor Institution shall use the name of the other, either expressly or by implication, in any news, publicity release, or other fashion without express written approval of the other.

9. Privacy Laws

Each party shall comply with all applicable laws regarding the confidentiality of subject's medical records and protected health information.

10. Reporting Requirements

Collaborator shall prepare programs reports and administrative material as required by the Principal Investigator.

11. Dun & Bradstreet Universal Numbering

Collaborator is subject to the requirements of 2 CFR Part 25 for institutions to receive a Dun & Bradstreet Universal Numbering System (DUNS) number and maintain an active registration in the Central Contractor Registration.

12. Transparency Act

This award may be subject to the Transparency Act subaward and executive compensation reporting requirements of 2 CFR Part 170. See Attachment 6 for the reporting form.

13. Financial Conflict of Interest Policy

Collaborator certifies that it has an enforced written Financial Conflict of Interest ("FCOI") policy that complies with the requirements of 42 CFR Part 50 or 42 CFR Part 94, as applicable. Collaborator shall report to Institution any identified FCOI of Collaborator Investigators participating in the Project, and, for any FCOI that has not been eliminated, shall provide a FCOI report to Institution that includes all of the information required by 42 CFR 50.605(b)(3). Collaborator shall make no obligations against the funds to be awarded under this Subaward Agreement until each Investigator's financial disclosure has been reviewed, Institution has been provided with a report of any FCOI, and Collaborator has been notified that the required report has been made to PHS by Institution. Throughout the term of this Subaward Agreement, Collaborator will report any newly identified FCOI or change(s) to previously identified FCOI to Institution within 45 days of their identification/disclosure, in accordance with the provisions of this paragraph.

**Attachment 2
Subaward Agreement
NIH**

Agency-Specific Certifications/Assurances

1. The following assurances/certifications are made and verified by Collaborator's Authorized Official on the face page of this Subaward. Descriptions of individual assurances/certifications are provided in Part III of the PHS 398. 1) Human Subjects; 2) Research Using Human Embryonic Stem Cells; 3) Research on Transplantation of Human Fetal Tissue; 4) Women and Minority Inclusion Policy; 5) Inclusion of Children Policy; 6) Vertebrate Animals; 7) Debarment and Suspension; 8) Drug-Free Workplace; 9) Lobbying; 10) Non-Delinquency on Federal Debt; 11) Research Misconduct; 12) Civil Rights (Form HHS 441 or HHS 690); 13) Handicapped Individuals (Form HHS 641 or HHS 690); 14) Sex Discrimination (Form HHS 639-A or HHS 690); 15) Age Discrimination (Form HHS 680 or HHS 690); 16) Recombinant DNA and Human Gene Transfer Research; 17) Financial Conflict of Interest.

General terms and conditions:

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. 45 CFR Part 74 or 45 CFR Part 92 as applicable. [This is the CFR governing NIH.]
3. The NIH Grants Policy Statement, including addenda, in effect as of the beginning date of the period of performance and found at <http://grants.nih.gov/grants/policy/policy.htm>, except for the payment mechanism and final reporting requirements are replaced with Reporting Requirements and Terms and Conditions on the front page of this agreement.
4. This paragraph applies only if prime grant was awarded under expanded authority: Expanded Authorities apply, except for the right to initiate an automatic one-time extension of the end date, which is replaced by the need to obtain prior written approval from the Institution. Any prior approvals are to be sought from the Institution and not the Federal Awarding Agency.
5. Collaborator assures, by signing this Subaward Agreement, that all Collaborator's personnel who are responsible for the design and conduct of projects involving human research participants have successfully completed their institutional training in accordance with the NIH Guide, Notice OD-00-039.
6. Title to equipment costing \$5,000 or more that is purchased or fabricated with research funds or collaborator cost sharing funds, as direct costs of the project or program, shall unconditionally vest in the collaborator upon acquisition without further obligation to the Federal Awarding Agency subject to the conditions specified in the NIH Grants Policy Statement.

Special terms and conditions:

1. Copyrights
Collaborator grants to Institution 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 Institution's obligations to the Federal Government under its Prime Award. Please refer to Attachment 4, Notice of Grant Award.
2. Data Rights
Collaborator grants to Institution 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 Institution's obligations to the Federal Government under its Prime Award. In addition, Collaborator grants to Institution the right to use data created in the performance of this Subaward Agreement for education and research purposes.

The rights under this Subaward Agreement shall be subject to the rights reserved to the Federal Government under 37 CFR Part 401, as implemented by the funding agency.

3. In accordance with 37 CFR 401.14, Collaborator shall notify institution's Administrative Contact, as shown in Attachment 3, within two months after inventor at Collaborator discloses invention(s) in writing to Collaborator personnel responsible for patent matters.

**Attachment 3
Subaward Agreement**

Institution Contacts	Collaborator Contacts
<p>Administrative Contact</p> <p>Name: Colleen Corcoran</p> <p>Address: Research Foundation for Mental Hygiene, Inc. Riverview Center 150 Broadway, Suite 301 Menands, New York 12204</p> <p>Telephone: 518-474-5661 Fax: 518-474-6995 Email: ccorcoran@rfmh.org</p>	<p>Administrative Contact</p> <p>Name:</p> <p>Address:</p> <p>Telephone: Fax: Email:</p>
<p>Principal Investigator</p> <p>Name: Address:</p> <p>Telephone: Fax: Email:</p>	<p>Project Director</p> <p>Name: Address:</p> <p>Telephone: Fax: Email:</p>
<p>Financial Contact</p> <p>Name:</p> <p>Address:</p> <p>Telephone: Fax: Email:</p>	<p>Financial Contact</p> <p>Name:</p> <p>Address:</p> <p>Telephone: Fax: Email:</p>
<p>Authorized Official</p> <p>Name: Robert E. Burke, Managing Director</p> <p>Address: Research Foundation for Mental Hygiene, Inc. Riverview Center 150 Broadway, Suite 301 Menands, New York 12204</p> <p>Telephone: 518-474-5661 Fax: 518-474-6995 Email: rburke@rfmh.org</p>	<p>Authorized Official</p> <p>Name:</p> <p>Address:</p> <p>Telephone: Fax: Email:</p>

**Attachment 4
Subaward Agreement**

Notice of Grant Award

**Attachment 5
Subaward Agreement**

**Scope of Work
And
Budget**

**Attachment 6
Subaward Agreement**

**Federal Funding Accountability and Transparency Act (FFATA)
Subaward Data Form**

Subawardee Legal Name:	
Subawardee DUNS number:	

Subawardee Primary Address

Street Address:	
City:	
State:	
Zip+4:	
Congressional District:	

Is primary place of performance different than the primary Location of Subawardee?

Yes, the primary place of performance is:

Subawardee Place of Performance

Street Address:	
City:	
State:	
Zip+4:	
Congressional District:	

No, the primary place of performance is the same as the primary location of Subawardee.

Central Contractor Registration

- Yes, we are currently registered in the Federal Government's Central Contractor Registration (CCR)
 No, but registration is pending

In your business or organization's preceding completed fiscal year, did the business or organization (the legal entity to which the DUNS number it provided belongs) receive:

- (1) 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; **AND**
(2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?:

- No (no further information is required)
 Yes (please respond to the Item 3 below)

- (3) Does the public have any 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 Section 6104]?:

- Yes
 No

Most Highly Compensated Officers

If you responded to (3) as **No**, Provide the names and total compensation below of each of the five most highly compensated officers for the prior calendar year:

	Name	Total Compensation
1.		
2.		
3.		
4.		
5.		