



The University of Alabama in Huntsville (UAH)

Office of Sponsored Programs

Subcontract Procedure Manual

Procedures/processes noted in this manual will be followed, unless otherwise approved by the Director, OSP.

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SUBCONTRACT PROCEDURAL MANUAL

A. CONSULTANT/SUBCONTRACT APPROVAL REQUEST (CSAR) REVIEW PROCEDURES

1. When processing a new prime award, the contract administrator sends the subrecipient a Subrecipient Commitment Form (OSP Form SUB2013001). This form collects contact, F&A rate, small business concern, human/animal subjects, conflict of interest, debarment and suspension, fiscal responsibility and audit status information. Upon receipt the contract administrator sends the subcontract administrator the completed form.

2. Upon receipt of the CSAR, Example 1, ensure all required documents are attached and match up the Subrecipient Commitment Form to the CSAR.

A complete CSAR must have the following as a minimum:

- Scope of Work
- Resume of Consultant or Key Personnel (PI)
- Copy of subrecipient's or company's cost proposal as submitted with UAH's official proposal or a cost proposal must be requested in accordance with the funding level/authority of the CSAR.
- Note: *The daily rate for consultants cannot exceed the NIH Salary Cap, without prior agency approval. See http://grants.nih.gov/grants/policy/salcap_summary.htm or the UAH OSP Website, or applicable daily rate.*

3. Check the System for Award Management (SAM) at <https://www.sam.gov/portal/SAM/##> to ensure Consultant/Subcontractor is not debarred or delinquent on Federal debt. Check the current Single Audit at the Federal Audit Clearinghouse at <https://facdissem.census.gov/> or the Audit Spreadsheet. Assess the Consultant/Subcontractor's risk of noncompliance with Federal statutes, regulations and terms and conditions to determine the appropriate level of monitoring by considering their experience with the same or similar subawards, whether they have received a Single Audit and the audit results. The Federal Demonstration Partnership (FDP) Risk Assessment Questionnaire (RAQ) located at <https://thefdp.org/demonstrations-resources/subaward-templates-and-tools/#tab-id-6> may be used as a tool to monitor risk. Prepare the **Consultant/Subcontract Pre-Award Comments** approval form, Example 2, adding any additional information not included on the **CSAR**. Forward complete **CSAR** with all supporting documents and the **Consultant/Subcontract Pre-Award** form to the appropriate Contract Administrator for approval/additional instructions if applicable.

4. Once you receive the **Consultant/Subcontract Pre-Award form** and **CSAR** back from the Contract Administrator,

- Assign the CSAR a subcontract number
- Assign the CSAR to either the contract assistant or Subcontract Administrator.

5. Update database prior to assigning the CSAR to the appropriate administrator.

6. Upon receipt of a fully executed CSAR, forward the CSAR with all attachments to Legal Counsel for review/approval (if necessary). Note: The Subcontract Administrator will annotate on the CSAR whether legal review/approval and/or Security and Immigration approval are required by leaving blank for signature or placing a “N/A” in the appropriate signature blocks.

7. Once legal (if necessary) signs off on the CSAR, forward to the Director, OSP for approval/signature. Note: IF Foreign National, CSAR goes to Security and Immigration before submitting to Legal (if necessary). Save a copy of the checklist that applies to your subcontract:

- Consultant, Example 3
- Subrecipient/Company, Example 4.
- Follow the checklist and check off those documents/items that applies to your subcontract. **Make sure you complete the checklist as you receive all required completed documents, by checking the appropriate received column.**

8. Prepare your cost analysis (if necessary). See Example 10 for *consultant* and Example 28 for *not-for-profit* and *subrecipient* subcontracts. Some instances you may not be able to compare the actual services to a particular position within UAH, if this is the case, then please see the Subcontract Administrator for recommendations/suggestions.

9. Prepare your subcontract with all applicable supporting/required documents. If you are not sure about wording, PLEASE CHECK WITH THE SUBCONTRACT ADMINISTRATOR.

10. FOLLOW THE CHECKLIST WHEN PREPARING THE SUBCONTRACT, TO ENSURE ALL REQUIRED DOCUMENTS ARE INCLUDED/REQUESTED.

B. PREPARING THE SUBCONTRACT FOR CIRCULATION/SIGNATURES

- If consultant use the documents shown on Consultant checklist.
- If company use the documents for Subcontract on FDP website. (Attachment 3 will depend on funding agency.)
- If Subrecipient/not-for-profit use Subaward Agreement forms on FDP Website. (Attachment 2 will depend on funding agency.)

1. Send to Subcontract Administrator for initial review then to the P.I., then Contract Administrator, then Director, OSP as follows for review/signature:

Fully executed CSAR with Contract Administrator Approval Form
A signed and dated cost analysis
Semi-completed Checklist as it applies to the subcontract.

One complete **ready to mail** copy of the subcontract, to include:

Copy of Subcontract
Agency terms and conditions, if federal pass thru.
UAH Terms and Conditions, Example 11
Certification and Representation, Example 12 or modified version for consultants
NASA Form C-3043 (if NASA Prime), Example 14, or
DD Form 882 (all others), Example 15

Invoice for consultant subcontracts only, Example 22

Companies: DCAA Letter, Example 5

Subrecipients and not-for-profit organizations: Audit Letter, Example 6

W-9 Form, Example 33

Note: NASA Form C-3043 and DD Form 882 are only applicable to Subrecipient and companies.

- Include the Subcontract Approval Sheet (SAS), Example 9

2. After all signatures have been obtained, prepare subcontract for submittal. Forward the entire subcontract to the subcontractor for signature or submit all forms via email.

3. Upon receipt of the signed subcontract, forward to the Director, OSP for signature. Mail or email one fully executed copy of the subcontract to the subcontractor, update the database and prepare distribution as noted in paragraph D.

IF YOU HAVE ANY QUESTIONS, PLEASE CHECK WITH THE SUBCONTRACT ADMINISTRATOR BEFORE YOU PROCEED.

C. IF A LETTER SUBCONTRACT

Refer to Quick Reference Guide, Example 7, to determine if a letter subcontract or consultant subcontract will be issued.

1. Department will prepare a *draft* letter subcontract (see OSP website), Example 8, and email Word document to OSP for review/approval.
2. OSP will review the letter subcontract and make any necessary corrections/changes to the letter subcontract. The letter subcontract as a minimum must include the purpose of the contract, the period of performance, what the University will provide and what the consultant will be reimbursed for, as a **not to exceed** amount. **A W-9 Form (Example 33) must also be submitted with the letter subcontract.**

3. Prepare a SAS, Example 9 for the Contract Administrator, Subcontract Administrator, and Director, OSP review/approval.
4. The Subcontract Administrator (or individual responsible for processing letter subcontracts) will assign a subcontract number, enter the information in the subcontract database and return the letter to the department for processing.
5. The PI, Consultant, and Director, OSP must sign the letter subcontract prior to making any payments.
6. Payment will be made via an issue check requisition.
 - **Issue check requisition:** copy of fully executed letter subcontract, invoice, and required receipts must be submitted to OSP for approval. OSP will verify reimbursements, request the department enter an issue check requisition upon P.I.'s approval. Department will email requisition number and issue check memo request to C&G accounting for approval. OSP will send all original documents to include the original fully executed letter subcontract, invoice, required receipts and W-9 form along with the requisition or memo with requisition number written on it to Purchasing for processing.
 - The only **subcodes** applicable to letter subcontracts are as follows:
 - 7103 – Honorarium
 - 7118 – Stipend (workshop Participants)
 - 7245- Travel (non-university employee)
- Note: If foreign travel is applicable, ensure statement “Airline must be an American Flag Carrier” is included in the subcontract; see Example 16.***
7. The following information is required on all request for payments:
 - Applicable/approved organization number (“5” account number)
 - Correct account code
 - Name and address of recipient. Do not include Social Security Number.
 - Subcontract number
 - Period of performance
 - Classification of subcontractor (IN= individual) this is the only classification that can be used on a letter subcontract.
 - Statement: **First and Final Payment**
 - Signature of Budget Head and Contract Administrator
8. Letter subcontracts are issued for a specific one time only period. In rare instances, a letter subcontract may be amended; however, if a request to amend the letter subcontract is received, the Subcontract Administrator and Director, OSP must approve the request before an amendment is issued.

9. Payment to Foreign Visitors:

- Payment of Honorariums to foreign visitors is not allowed, if they have a B-1 Visa. However, the foreign visitor may accept reimbursement for travel and living expenses. Receipts must document these expenses. Acceptance of any income other than reimbursement is a violation of the foreign visitor's VISA and may result in the foreign visitor not being allowed back into the United States.
- The H-1 Visa involves an offer of employment and the J-1 Visa is limited by time. Therefore, International Student and Scholar Services must review all contractual documents to foreign visitors prior to OSP issuing them.

10. Once the documents are processed for payments and submitted to the appropriate departments, i.e. purchasing or C&G Accounting, start the closeout procedures. Save the completed letter subcontract, with supporting payment documents.

D. DATABASE AND SUBCONTRACT DISTRIBUTION

1. Database, see Example 17:

- On Subaward Tab in database, change status to Active and verify beginning and ending P.O.P.
- On Financial Tab in database enter or edit Initial Funding.
- Review contact information to include, mailing address, SSN, VISA/Passport, TIN/EIN, as applicable. Note it is very important to add any additional information not included on the original CSAR, especially, SSN, TIN/EIN, passports/Visa numbers, fax and email address, if available.
- Verify all screens are complete and no information/data is missing.

2. Distribution:

- Create a distribution sheet.
- Type in the subcontract number, add any additional comments, such as when final reports/invoices are due, and include the Budget Analyst or Administrative Assistant in the distribution.
- Save the distribution sheet in the sub folder.
- Prepare request for encumbrance if over **\$5,000** or **exceed a six-month** period, Example 19.
- Email subcontract to applicable individuals as listed on the Distribution sheet. Note: only send a copy of the fully executed subcontract w/statement of work. Send a copy of the W-9 form to Accounts Payable and a copy to Purchasing. All other signed documents, to include the Terms and Conditions are for internal files only.

3. Ensure all documents are saved to the subaward folder.

- Original CSAR with supporting documents, checklist, cost analysis, unsigned copy of original subcontract, SAS and any additional documents to include request for amendment(s). Complete copy of fully executed subcontract and amendments as they apply in order of completion.
- Request for payment memo, copy of invoice(s), memorandum receiving report or issue check requisition.

4. Contract Administration

- Monitor subcontract to ensure compliance with all requirements.
- Upon receipt of invoice, review the invoice to ensure it complies with subcontract requirements, i.e., reports accompanying invoices if applicable; and that funds are available to cover the amount of the invoices.
- If funds are **not encumbered** prepare issue check requisition memo as shown in Example 20, and forward memo with a copy of invoice and progress report, if applicable, to PI for approval. Department enters issue check requisition and forwards memo and requisition number to C&G for them to approve the requisition.

- Update database to reflect payment, as per example 21.
- Save a copy of reports, memo, approval requisition and invoice to the folder.
- If funds **are encumbered** (You have a PO on file) prepare an MR as shown in Example 23, and send to P.I. or designee for approval. Upon receipt of the MR, sign and forward original signed MR with original invoice and receipts (if applicable) to Accounts Payable. Update database and files as noted above.

5. Additional notes

a. Payments to individuals for consultant services shall not exceed the daily equivalent of the maximum rate for Level II of the Federal Executive Schedule exclusive of expenses and indirect cost as noted in paragraph A.1. above. Please refer to the OSP website to verify current rate.

b. Foreign nationals will require a VISA. All consultants' subcontracts will be reviewed and approved by International Student and Scholar Services before issuance. See Appendix B, VISA Types and Appendix C, Summary of VISA Options for additional information.

c. Always review the prime contract's terms and conditions regardless of the contract type and cost.

d. SUBCODES:

- 7115 – C/S to contractors. (Note: contractors processed through Purchasing)
- 7116 – C/S to individuals < \$25,000
- 7117 – C/S to individuals > \$25,000
- 7119 - C/S to subrecipients <\$25,000
- 7120 – C/S to subrecipients > \$25,000
- 7245 – Travel expenses non-UAH employees
- 7103 – Honorarium

e. Subcontract Types:

- CN – Consultant
- CT – Contractor (Company)
- SR – Subrecipient (School/University/Not-for-Profit)

f. Travel reimbursement for Consultants who reside within Madison County and traveling within Madison County will not be allowed. CSARs will be reviewed for the need to include a statement covering travel in excess of \$100 within Madison County.

6. Subcontract Close-out Procedures:

- a. Prepare subcontract closeout form, see Example 24, after subcontract has ended and final payment processed.
- b. Prepare close out memo, attach original final report, if received, and forward to PI for acceptance/signature. If final report was not received or required, prepare memo as shown in Example 25, or note on closeout form.
- c. Once the PI accepts the report, and/or if the consultant has met all contract requirements as per signed memo by PI, continue with closeout.
- d. Check Banner to ensure final payment has been issued.
- e. Close out the subcontract in database, by completing the Closeout information on the Subaward Tab, see Example 26.
- f. If funds remain, a deobligation letter may be sent to consultant, see example 27. Prepare a memo to PI to unencumber funds on subcontracts that have funds encumbered if Accounts Payable didn't automatically unencumber the funds.

E. SUBRECIPIENT/CONTRACTORS (Note: Contractors generally processed through Purchasing)

1. CSAR Process

- a. The Contract Administrator will provide a copy of the award document and proposed budget to the Subcontract Administrator. Send an email to the PI inquiring whether or not he/she intends to issue a subcontract as proposed/funded.
- b. PI will prepare a CSAR as noted in paragraph A above. The CSAR should contain at a minimum the following:
 - A statement of work (SOW) fully describing the work/effort to be performed. This is important should a dispute arise between the parties as to the adequacy of performance. The SOW should be able to resolve the issue.
 - Resume of key/essential personnel(s).
 - Any deliverable, to include reports and frequency of the required reports.
 - Sole source justification if the subcontract was not proposed and exceeds the Small Purchase threshold.
 - PI, Department Chair, Dean, and/or Center Director's signature on CSAR as well as the PI's signature on the Conflict of Interest Statement.

- Risk Memo if subcontract will be issued prior to award being received from the funding agency and accepted by UAH.

Follow all other steps as noted in paragraph A above.

2. Preparing the Subcontract

a. Complete the cost analysis (if necessary) on salaries, fringes, fees, operating expenses, travel, indirect cost and any other applicable cost as proposed. Prepare cost analysis in accordance with Example 28.

b. Request or retrieve a copy of the subrecipient's latest Audit Report, see Example 6, If company, have them complete the DCAA Letter as per Example 5.

c. In some instances the PI may require an authorization to proceed letter be issued prior to an official subcontract being executed. See Example 29. The subcontract must state that it "Supersedes the authorization to proceed letter issue (add date)."

d. An authorization to proceed letter is binding on the University. At a minimum it must state the following:

- A value and spending level
- A copy of the SOW
- An effective period of performance

Prior to issuing an authorization to proceed letter, the following must be in place:

- A fully executed prime award account/org number
- A risk memo if prime award is not in place

An authorization to proceed letter can be issued when subcontractor needs to start work before the actual subcontract is issued/accepted; or when waiting on consent/approval from the funding agency; or when waiting on information to complete the cost analysis.

e. Review the prime contract for any flow down clauses (see FDP-Federal Demonstration Partnership forms. http://sites.nationalacademies.org/PGA/fdp/PGA_063626) and/or restrictions, etc., as they apply to the prime award. Note, the following prime agency guidelines will automatically flow-down:

- NASA Grant and Cooperative Agreement Handbook
- NSF Policy Manual
- PHS Grant Terms and Conditions

f. Consent from funding agency is required (see Example 30) if one of the following applies:

- Subcontract will exceed the small purchase threshold.
- Contract specifications requires approval/consent

- Foreign National used.
- Contract Administrator indicates requirement on pre-award sheet.

g. If subcontractor will perform more than 50% of the research effort then prior approval of the Vice President for Research and Economic Development is required.

Prepare subcontract in accordance with procedures noted in paragraph B above and applicable checklist.

3. If subcontractor accepts the subcontract as submitted, obtain the Director, OSP signature and return a fully executed copy of the subcontract. Make sure all required documents are complete and signed as per transmittal letter.

4. If the subcontractor takes exception to any of the terms and conditions stated in the subcontract, you may provide a copy of the exceptions to Legal for review/determination, if unable to respond based on previous exceptions. Make the necessary changes if applicable and allowable and forward the amended document to the subcontractor for review/acceptance.

5. Set-up/Distribution of Subcontract

- a. Follow procedures noted in paragraph D above.
- b. Save copy of Audit Report and update excel database titled A-133 Subrecipients. Forward copy of W-9 form (Example 33) to Accounts Payable with copy to Purchasing.

6. Administration

- a. Monitor subcontracts to ensure compliance with deliverable and deliverable schedule.
- b. Notify subcontract of any pending reports/deliverables
- c. Follow-up on all outstanding reports.
- d. Verify invoices for authorized expenditures, invoice period, reporting requirements and amounts.
- e. Upon receipt/verification of invoice, prepare a Memorandum Receiving Report (MR) and forward with a copy of the invoice and progress report (if applicable) to PI for approval. PI normally receives reports from technical counterpart.
- f. Check date of PO to ensure it is still active. Note: PO can only be extended for a period of three years after issue date. At this time a new PO will need to be issued.
- g. Process payments as noted in paragraph D.4, above.

7. If multi-year award:

- a. Complete cost analysis on next year funding (if necessary), if not done at base award period.
- b. Request a cost proposal for next year funding, prior to issuing the amendment if not submitted with original base year proposal.
- c. Request new certifications and representations for each fiscal year the award is active. Certs on Audit Clearinghouse in Harvester are acceptable if sub not already in FDP Expanded Clearinghouse per FDP conference call 12/14/17.

- d. Request or retrieve a copy of the latest Audit Report for the applicable FY of which funding was issued.

8. Amendments:

- a. PI must request all amendments to the subcontract in writing.
- b. Added scope of work on subcontracts requires a new proposal from the subcontractor.
- c. Subcontracts will not extend beyond the period of performance of the prime, unless the PI issues a risk memo.
- d. Process all amendments as noted in paragraph D above.

9. Subrecipient Procedures for The Alabama Space Grant Consortium

- a. Upon receipt of an award letter from the Director of the Alabama Space Grant Consortium, send a copy of the entire award notification to the Subrecipient's Office of Sponsored Programs. See Transmittal Memo. The Subrecipient will then forward an authorized proposal to UAH's Subcontract Administrator. In some instances the Subrecipient may scan and e-mail the document or simply let us know that a corresponding proposal has been approved by their Office of Sponsored Programs and let their PI's office send the proposal submission. They may e-mail the link number to Subcontract Administrator so that it can be added to the award document to reduce confusion.
- b. Upon receipt of an authorized proposal, issue an amendment to the subcontract referencing the Subrecipient's tracking number (if available). This will allow the Subrecipient to easily match the additional funds to the correct P.I and will help to ensure that both the Subrecipient's and UAH's sponsored program procedures are followed.

10. FFATA Reporting (Federal Funding Accountability and Transparency Act).

Recipient of federal grants or contracts must disclose information about their sub-recipients and sub-contractors. We must report all FIRST TIER subawards over \$30,000. We don't have to report until the threshold of \$30,000 is reached via new subaward or amendment but once a report is required, subsequent reductions in funding do not remove the reporting requirement. It does not require reporting on subs to individuals. The website for reporting is www.fsrc.gov. The FFATA Sub-award Reporting System (FSRS) Awardee User Guide is located at https://www.fsrc.gov/documents/FSRS_Awardee_User_Guide.pdf. Reports must be completed by the end of the month following the month the subaward action was fully executed (ex. The last signature of a fully executed new subaward or amendment was dated June 16, 2020. The action must be reported in FSRS by July 31, 2020.)

F. Close-out

1. Upon receipt of final invoice, review subcontract to ensure final requirements have been

met.

2. Prepare subcontract closeout form.
3. Request completed DD Form 882 or NASA Form C-3043 (if needed) if not submitted with final report/invoice.
4. Prepare closeout memo, see Example 24, and forward to PI.
5. After PI's acceptance/approval, prepare final invoice for payment.
6. Save payment verification from Banner system.
7. Complete subcontract closeout forms, sign and date the form, closeout subcontract in database.
8. If funds remain, Accounts Payable should unencumber funds. If not, prepare De-obligation Letter, see Example 27, and send to Subcontractor.

G. Governing Regulations

Agency regulations: NASA Grants and Cooperative Agreement Handbook, NSF Grants Manual, Federal Acquisition Regulation (FAR) and/or Terms and Conditions

Uniform Guidance 2 CFR Part 200 Subpart B, General Provisions

Uniform Guidance 2 CFR Part 200 Subpart , Cost Principles

Uniform Guidance 2 CFR Part 200 Subpart , Audit Requirements

State Guidelines

University Policies set by the Board of Trustees

Procedures established by the Office of Sponsored Programs

H. Applicable Sub codes

7115 Subcontract to Contractor/Commercial entity regardless of amt.

7119 Subaward to Educational or Non-Profit Institutions up to \$25k

7120 Subaward to Educational or Non-Profit Institutions over \$25k

The following Subcodes will be used when F&A is waived or cost shared. Verify the use of these Subcodes with the Contract Administrator:

7120 Subaward to Educational or Non-Profit Institution that incur no F&A charges

Note: Travel is not separated when issuing a subcontract to an agency or educational institution.

I. Uniform Guidance Audit Report Compliance

1. Uniform Guidance: Audit of Institutions of Higher Education and other Nonprofit Institutions, requires all Educational and Nonprofit organizations to complete an Audit each fiscal year, if they have received Federal Funds in excess of \$750,000.
2. Subrecipients are required to complete a Uniform Guidance Audit Memo (Example 6) and/or forward a copy of their most recent Uniform Guidance audit report as requested. Subrecipients are defined as educational and nonprofit organizations that receive federal funds from another educational and/or nonprofit organization via a Subcontract.
3. A current Uniform Guidance Audit Memo (Example 6), copy of the most recent Federal Audit Clearinghouse Data Collection Form, SF-SAC, and/ *or* a copy of the Audit Report must be on file for all Subrecipients that have received federal funds in excess of \$750,000; and have been issued a subcontract from UAH for each applicable fiscal year. Those Subrecipients not fitting the criterion noted in paragraph 1 above will complete Paragraph 1 of the Subrecipient Compliance Confirmation Under Uniform Guidance form.

4. The Schedule of Findings and Questioned Costs Section I of the Audit Report, will be reviewed (if findings are noted). If there are any questionable findings (“YES”) noted in this section, the report will be reviewed the Associate VP for Finance & Business Services, the Subcontract Administrator *or* the Director of C&G Accounting for review/recommendations, see Example 31. Otherwise, if the report is **“unqualified”** and **“low-risk auditee”** with **“no findings”** save audit file under subawardee.
5. A copy of each applicable year Audit Report or Uniform Guidance Audit Memo (Example 6) will be filed in the Audit file folder and OSP audit spreadsheet will be updated.
6. If additional information is required and upon notification, the subcontract administrator will prepare an Audit Letter requesting the additional information from the subrecipient. Subrecipient will have ten (10) business days from date of letter, to provide additional information as per the Audit Letter.
7. Place copy of letter in Audit file.
8. Forward requested information to Associate VP for Finance & Business Services or the Director of C&G Accounting upon receipt. See step 7.
9. Monitor all active accounts to ensure a current Audit Report or Letter is on file if UAH federal funds were issued during the fiscal year the subcontract was active one fiscal year before and one year after close-out if applicable.
10. Note: failure to provide requested information will result in payments being held and or no new awards/amendments issued until requested information is received.

Example 1

OFFICE OF SPONSORED PROGRAMS (OSP) Consultant/Subcontract Approval Request (CSAR)

Authorization is requested for the following: (*Note: Subcontracts to individuals will be issued to their home address and not place of business.*)

*Name: _____ SSN/TID: _____

** Agency Name: _____

Address: _____

Phone No.: _____ Fax No.: _____ Email: _____

Prime Contract No.: _____ Org Code.(s): _____ Acct code(s) _____

Period of Performance: _____ (Must be consistent with Prime, unless risk memo is attached)

Foreign National? ____ Yes/ ____ No. If Yes, must provide copy of visa or permanent resident status.
Will individual complete Research in the United States (UAH) ____ Yes/ ____ No. If Yes, you must coordinate this through International Student and Scholar Services, UC116, 824-6055

UAH GRA's and GTA's may not receive subcontracts as long as they are receiving GRA or GTA funding.

Attach Statement of Work or write in area provided on the reverse side of this form.

PAYMENT METHOD (Indicate method below.)

1. \$ _____ per _____ (hr/day/month) for _____ (hr/day/month) not to exceed \$ _____

2. Travel reimbursement only. Total travel reimbursement not to exceed \$ _____.

Transportation:

| | |
|---|----------|
| Air Fare (roundtrip coach): | \$ _____ |
| Mileage \$0.67/mile): | \$ _____ |
| Lodging (_____ days): | \$ _____ |
| Meals (NTE GSA/avg. day for _____ days) | \$ _____ |
| Miscellaneous Expenses (itemized): | \$ _____ |

3. Other: _____

TOTAL NOT TO EXCEED: \$ _____ ; TOTAL COST SHARE REQUIRED: \$ _____

Payment(s) will be made upon receipt of signed invoice(s) and **completion/submission** of subcontract requirements. **NOTE: Final invoice will not be processed until P.I. accepts deliverables or services performed in writing, and submission of completed/signed DD Form 882 or NASA Form C-3043 by consultant/subcontractor, if applicable.**

WRITTEN REPORTS/DELIVERABLES

_____ Monthly _____ Annual _____ Semi-Annual _____ Final Due NLT: _____

Other Deliverables (specify) _____ due not later than _____

* If issuing subcontract to an individual ** If issuing subcontract to a company/educational institution

STATEMENT OF WORK (if insufficient space, please attach SOW to CSAR): _____

CSAR PROCEDURES: For timely processing, it is requested that CSARs be received in OSP two weeks prior to the requested beginning period of performance. **The CSAR should be complete including a detailed statement of work and the required department signatures. A copy of the consultant's/Key Personnel's vita/resume should be attached to the CSAR.** Upon receipt, OSP submits the CSAR to the Office of Counsel and Security and Immigration as necessary. After approval is obtained, the subcontract document is submitted to the Principal Investigator for review and approval. After P.I. approval, the original subcontracts and appropriate certifications are transmitted to the consultant/subcontractor. When the subcontracts are returned, they will be fully executed by the Director, OSP. UAH is not obligated to pay a consultant/subcontractor who begins work without a fully executed subcontract or before the contract start date. **A P.I. DOES NOT HAVE THE AUTHORITY TO AUTHORIZE WORK IN ADVANCE OF THE UAH SUBCONTRACT EXECUTION.**

If you require an immediate start date, you may submit a justification along with a request for a letter of intent to authorize the consultant/subcontractor to begin work. If agency approval of the consultant/subcontractor is required, a risk memo with an alternative "2" or "3" account number must be submitted. If consultant/subcontract was not named in the proposal, PI must complete Certification form and attach to CSAR.

REQUIRED AUTHORIZATIONS

(* Requesting department is responsible for obtaining these signatures)

*Principal Investigator: Date

Office of Counsel: Date

*Department Chair: Date

Research Security/Immigration: Date

*Dean/Center Director: Date

Subcontract Administrator, OSP: Date

**VP for Research/Provost Date

Director, OSP: Date

** OSP will obtain the Provost or VP for Research Signature if applicable.

CERTIFICATION

Principal Investigator: _____ Subcontract No.: _____

Each Principal Investigator on all sponsored projects must complete this certification before the **consultant/subcontracts** can be processed by the Office of Sponsored Programs.

Full text versions of the University's Scientific Misconduct Policy and Conflict of Interest Policy are available at: <https://www.uah.edu/policies>

Complete this certification for all consultant/subcontracts not proposed under this award.

CONFLICT OF INTEREST:

Please answer all questions below. If "yes" is the answer to any questions, send full details of the circumstances giving rise to the "yes" answer to the UAH Chief Compliance Officer. Any answer of "yes" on the questions posed will elicit review by the UAH Chief Compliance Officer, and if appropriate, your Department Chair, Dean, Center Director, Povost or Vice President for Research and Economic Development.

1. Will acceptance of this sponsored program interfere with meeting your obligations to students, faculty colleagues, or UAH? _____ yes _____ no

2. Do you, or any member of your immediate family, have or will have any affiliation, financial or otherwise, with the proposed external funding organization? _____ yes _____ no

3. Do you, or any member of your immediate family, have or will have any affiliation, financial or otherwise, with any subcontractor, or vendor, that will provide goods or services on this project? _____ yes _____ no

4. Other than as described in the proposal, do you plan to involve students in any capacity in any part of the proposed work during the course of this sponsored project? _____ yes _____ no

5. Do, or have, you, or any members of your immediate family, received anything of value; hold any position, including as an employee; or own any interest in, any publicly traded entity which is expected to provide goods or services in any manner for this proposed sponsored project? _____ yes _____ no

6. Do, or have, you, or any member of your immediate family, received anything of value; hold any position, including as an employee; or hold *any* ownership interest, with any non-publically traded entity which is expected to provide goods or services in any manner for this proposed sponsored project? _____ yes _____ no

7. Is any employee of UAH, or their immediate family members, or any business entity owned in whole or part by any employee of UAH, or their immediate family members, going to receive anything of value, other than their UAH salary compensation, as a result of this proposed sponsored project? _____ yes _____ no

PI signature: _____

Based on an answer of "yes" to any of the above questions and the PI's explanation, the proposed **consultant/subcontracts** is:

| | | |
|----------------|-------------------|-----------------------------------|
| Approved _____ | Disapproved _____ | Department Chairman _____ (date) |
| Approved _____ | Disapproved _____ | Dean/Center Director _____ (date) |

Example 2
CONSULTANT/SUBCONTRACT PRE-AWARD COMMENTS
PLEASE COMPLETE THIS FORM AS IT APPLIES TO THE PRIME CONTRACT/GRANT

DATE: March 30, 2024
TO: Emily Tarvin, Contract Administrator

FROM: Steve Parker, Assistant Director

ISSUE SUBK TO: The University of Alabama at Birmingham (2024-001)

Acct. No. 123456

Prime Contract No. 15-C-UAS-UAH-A

Subcontract Total Value : \$55,000 Period of Performance : 1/1/24 – 12/31/27

Indirect Allowed: ____ Yes: ____ No Contract ____ Grant: ____

Yes or No Funds in the amount of \$55,000 available in the 7000 Subcode?

Yes or No Is cost-share required for this subaward? If yes, how much? _____.

Yes or No Was this Consultant/Subcontract proposed?

Yes or No Is prime agency notification required in order to award subcontract?

Yes or No Is this prime award a Federal pass-through? If yes, list agency _____.

Yes or No Is consent required from Funding Agency to issue Consultant/Subcontract?

Yes or No If Foreign Nationals are to be used is agency approval required?

Yes or No Are there any Export Control restrictions? If yes, provide detail _____.

Yes or No Is a DD Form 254 required for this Consultant/Subcontract?

Yes or No Is this account at risk? If yes, Risk Memo dated _____, is attached.

Yes or No Does the subcontract value exceed 50% of the prime award value for this task?

_____ P.I.'s percent of effort on this organization number.

Administrator Approval: _____
Date _____

TO BE COMPLETED BY SUBCONTRACT ADMINISTRATOR

To: _____ (Please prepare a Subcontract)

Subcontract No.: SUB2024-001 Subcode: 7119 / 7120

_____ Foreign National (CSAR must be approved by Security & Immigration First)

_____ Issue Authorization to Proceed Letter

_____ Account set up with risk memo/running on risk memo

 X Check Prime contract for applicable Flow Down

 X Non-Debarment checked in System for Award Management (SAM)

CHANGES MAY NOT BE MADE WITHOUT THE APPROVAL OF THE SUBCONTRACT ADMINISTRATOR

Example 3

REQUIREMENTS/CERTIFICATION CHECKLIST- CONSULTANTS

| ALL | REQUIRED | RECEIVED |
|---|----------|----------|
| Statement of Work | _____ | _____ |
| Resume | _____ | _____ |
| Cost & Price Analysis | _____ | _____ |
| Contracting Officer's Consent/Notification | _____ | _____ |
| Vendor Disclosure Statement | _____ | _____ |
| Debarment Certification (FAR 52.209-5)(NASA Grant Handbook, 1260.10(c) (2)) (OMB A-110) | _____ | _____ |
| Verification of VISA Type/Restrictions (if Foreign National) | _____ | _____ |
| Request for Permission to Engage in Professional Activities for Additional Compensation (UAH employees only) | _____ | _____ |
| W-9 Form (Request for Taxpayer Identification Number and Certification) | _____ | _____ |
| Verification of Contract Review and Approval by CRPLOC (State of AL Prime) | _____ | _____ |
| H.R. I and Public Law 111-5 9 (if ARRA) | _____ | _____ |

Note: Bring to the attention of the Subcontract Administrator, any consultant exceeding a level of effort of 25 hours/week for more than a 6 month period, to discuss other options.

- Verification of VISA Type for Foreign Nationals is very important, refer to Immigration Handouts 2-3 and Appendix I. Security must sign the CSAR to authenticate the VISA Type and any applicable restrictions applying.
- UAH employees should complete a Request for Permission to Engage in Professional Activities for Additional Compensation form prior to subcontract award. This form should come over with the CSAR if possible. However, do not hold the subcontract pending receipt.

Example 4

REQUIREMENTS/CERTIFICATION CHECKLIST

| ALL ↓ | REQUIRED | RECEIVED |
|---|----------|----------|
| Statement of Work | _____ | _____ |
| Resume (Key Personnel only) | _____ | _____ |
| Contracting Officer's Consent/Notification (<i>if applicable</i>) If requesting consent, See NASA Subcontract Approval Checklist | _____ | _____ |
| DD Form 882 or NASA Form C-3043 (except travel only or where otherwise noted) | _____ | _____ |
| Drug Free Workplace Cert. (1-2 person business <u>except</u> travel only & UAH employees for <u>on campus</u> work) (FAR 52.223-6) | _____ | _____ |
| Equal Employment Opportunity (FAR 22.800) | _____ | _____ |
| Certification Regarding Debarment (FAR 52.209-5) | _____ | _____ |
| Utilization of Small Business Concerns (FAR 52.219-8, unless small business) | _____ | _____ |
| Flow Down Prime Contract Clauses | _____ | _____ |
| Audit Report (A-133 or equivalent) All Educational & Non Profit Institutions | _____ | _____ |
| DCAA Certification (all others) (See DCAA Memo) | _____ | _____ |
| Responsible Conduct of Research Certification (if Educational, Non-Profit or Consultant) | _____ | _____ |
| Pre-Award Subrecipient Data Required. FFATA (Not individual, >\$25,000) | _____ | _____ |
| Notice of Whistleblower Rights and Protection (if DFAR 252.203-7002 is flowed down) | _____ | _____ |
| Cert. and Assurance of Compliance-COI / Prop Cert & Financial Interest Disclosure PHS/NIH _____ | _____ | _____ |
| Combating Trafficking in Persons (FAR 52.222.50) | _____ | _____ |
| Vendor Disclosure Statement (if Vendor/Contractor or Consultant) > \$10,000 ↓ | _____ | _____ |
| Previous Contracts and Compliance Reports (FAR 52.222-22) | _____ | _____ |
| Affirmative Action Compliance (FAR 52.222-25) | _____ | _____ |
| Certification of Nonsegregated Facilities (FAR 52.222-21) > \$150,000 ↓ | _____ | _____ |
| Certification and Disclosre Regarding Payment to Influence Certain Federal Transactions (Lobbying) (FAR 52.203-11) > \$150,000 | _____ | _____ |
| Request for Audit Assist (When subcontractor will not release proprietary costing Data – send request to funding agency) | _____ | _____ |
| > \$250,000 ↓ | _____ | _____ |
| Justification for Other Than Full and Open Competition (FAR 6.3, unless small business) > \$700,000 ↓ | _____ | _____ |
| Certificate of Cost & Pricing Data (FAR 15.406-2) > \$750,000 or if CO makes exception | _____ | _____ |
| Cost Accounting Standards (CAS) (FAR 52.230-1) > \$750,000 | _____ | _____ |
| Financial Rpt. Form 533 (NASA HQ only) | _____ | _____ |
| Subcontracting Plan (FAR 19.708, unless small business) > \$700,000 > \$1,000,000 ↓ | _____ | _____ |
| <i>Equal Opportunity Pre-Award Clearance</i> (FAR 22.810) | _____ | _____ |
| Revised 6/2018 (JSP) | _____ | _____ |

Example 5

Memorandum

To: Tala Advanced Applications, Inc.
P.O. Box 1263
Attn: Mr. Hassan Dougani
Madison, AL 35758

From: The University of Alabama in Huntsville

Date: July 9, 2023

Subject: DCAA Audit or equivalent

The following information is required from all subcontractors receiving federal funds.

The last DCAA Audit or equivalent for _____ was
conducted on _____. The following Agency conducted this
audit:

Name: _____

Address _____

POC: _____

Telephone Number: _____

I, the undersigned, certify that the information provided above is accurate to the best of my knowledge.

BY: _____

Name: _____

Agency: _____

Example 6

SUBRECIPIENT: The Board of Trustees of the University of Illinois
1304 West Springfield Avenue
Urbana, Illinois 61801

The name, amount and CFDA number of the funds provided by The University of Alabama in Huntsville (UAH) in FY 2014 are/is listed as follows:

DATE: August 2, 2022

SUBJECT: SUBRECIPIENT A-133 COMPLIANCE CONFIRMATION UNDER OMB CIRCULAR A-133

1. () We are not subject to the audit requirements of A-133 because our organization:

- () did not receive more than \$500,000 in Federal Awards during the fiscal year ended in **2021**
- () is a For-Profit Organization
- () is exempt for the following reason(s): _____

2. () We have completed our A-133 Audit for our fiscal year which ended during **2021** (_____ to _____)

The schedule of findings and questioned costs disclosed no findings relative to the federal awards provided by UAH and that the summary schedule of prior audit findings did not report the status of any audit findings related to the federal awards provided by UAH.

3. () Our 2013 A-133 audit was submitted to the Federal Audit Clearinghouse on: _____
() Our 2013 audit has not been submitted. We expected it to be submitted by: _____

4. If any findings were reported, even if unrelated to UAH, please enclose a copy of your most recent A-133 Audit Report to include the following:

- a. Financial statement and schedule of expenditures of Federal Awards
- b. Summary schedule of prior audit findings
- c. Auditor's reports, and
- d. Corrective action plan.

5. () We have not completed our A-133 Audit for our fiscal year ended during **2021**. Within thirty days of completion, we will send you either written notification or a copy of the audit report package. This report is expected to be completed on _____.

Signature/Date

Name/title

PLEASE RETURN YOUR RESPONSE TO: THE UNIVERSITY OF ALABAMA IN HUNTSVILLE, OFFICE OF SPONSORED PROGRAMS, ATTN: WOODONNA DEERMAN, HUNTSVILLE, AL 35899

EXAMPLE 7

The University of Alabama in Huntsville Office of Sponsored Programs (OSP)

QUICK REFERENCE GUIDE: CONSULTANT/SUBCONTRACTS

LETTER SUBCONTRACT PROCEDURES

IF:

- To an individual (must be 19 years or older to enter into a contract. Under age of 19, there must be parental signature consent).
- One time only payment (can include both a payment for honorarium and travel)
 - (1) Stipend/honorarium, NTE \$2000 – payment must be for a fixed price, i.e. \$500.00. Payment cannot be for hourly rates and/or not to exceed amount (NTE).
 - (2) Travel, NTE \$2000, will be reimbursed for actual expenses. The following statement must be included for all travel reimbursements "TRAVEL MUST BE ON A U.S. FLAG CARRIER AIRLINE". Any exception to this requires agency's advance approval, in writing.
- Period of performance 90 days or less.

SEE LETTER CONTRACT PROCEDURES A

IF THE ABOVE DOES NOT APPLY TO YOUR SITUATION SEE

!! A: LETTER CONTRACT

The OSP assigns all letter contracts. A subcontract number will be assigned upon review/approval of an emailed copy of the Letter. The **Draft** letter contract should be emailed to osp@uah.edu along with a W-9 form. If the consultant is giving a professional lecture then you will need to send the consultant's CV as well. If the letter is in compliance with the above, a subcontract number will be issued.

The letter contract should state what the consultant will be reimbursed/paid and, what UAH will provide, such as lodging and/or meals, the period of performance, and the event/task they will be reimbursed for.

The following signatures are required on all Letter Contracts: The PI's, the Director, OSP (Gloria Greene) and the Consultant w/Social Security Number.

Payment:

Payment must be made via Issue Check Requisition. The following documents must be attached:

- a. Original signed letter contract.
- b. Expense voucher/receipt/invoice, as applicable.

(1) If issue check requisition is used: a complete copy of the letter contract with all supporting documentation must be emailed to OSP, before OSP's approval. The Director, OSP will sign the emailed copy of the executed Letter contract and forward it to purchasing, attached to a copy of the approved requisition. Original documents must be forwarded to Purchasing, with a copy of the electronic requisition attached.

Note: Any exceptions to the above must be approved by the Director,

EXAMPLE 7

The University of Alabama in Huntsville Office of Sponsored Programs (OSP)

OSP. B - CONSULTANT/SUBCONTRACTS

PI must complete a Consultant/Subcontract Approval Request Form (CSAR), see Example A. PI is responsible for obtaining the following signatures: Chairperson, Dean, and Director as it applies to the PI.

If Subcontract is to an individual: the following is required: complete mailing address, (email address if available), phone number, social security number and a resume. A subcontract cannot be issued to an individual's place of business.

If to an Agency: complete business address, telephone and fax number of the point of contact.

The PI must prepare a statement of work. Note if a fee is paid, all subcontracts will require a final written report, unless the SOW requires a deliverable, or the PI determines a written final report is not applicable.

The completed CSAR, with a SOW and resume for **Key Personnel** should be sent to OSP. OSP will prepare and issue the subcontract.

If period of performance is six months or more or the value exceeds \$5,000, funds will be **encumbered**. This will be done via electronic requisition. The Subcontract Assistant/Administrator will provide you with all the information required to complete the requisition.

If funds are encumbered, payments to subcontractors/consultants will be made by Memorandum Receiving Report (MR). This document will be requested by OSP upon receipt of an invoice from the subcontractor/consultant.

Funds not encumbered are paid via issue check requisition, upon receipt of invoice and notification by OSP.

Please contact Steve Parker, 2654, if you have any questions, or require our assistance with the subcontract procedures/policies that are not covered by this guide.

Example 8

December 9, 2022

Dr. Ed Smith
2304 Line Drive
Scottsboro, AL 35768 RE:

Letter Subcontract: Dear Mr.

Smith:

The University of Alabama in Huntsville is very pleased to invite you to participate in our conference entitled: "Philosophy and Mysticism: Influences and Interactions," on December 7-13, 2022.

You will receive an Honorarium of \$2,000 and reimbursement for travel expenses not to exceed \$1,000 as follows: lodging, miscellaneous expenses and cost of round trip coach airfare. Lodging rates should not exceed the US General Services Administration (GSA) Per Diem rates for your destination which can be found at <http://www.gsa.gov/portal/content/104877>. We anticipate your total reimbursement not to exceed \$3,000. A fully executed letter subcontract must be in place prior to the effective date of performance, therefore please sign this letter where indicated and return immediately. UAH will reimburse only reasonable and economical travel related expenses. Reimbursement shall be made after presentation of a signed copy of this letter, expense form along with supporting **itemized original receipts**.

By signing below you are accepting this subcontract and agreeing to all terms. If you have any questions, require further information, are unable to accept, please contact Dr. Richard Holt at (256) 824-2454. Please return this signed letter to the University of Alabama in Huntsville, Attn: Dr. Richard Holt, The University of Alabama in Huntsville, Morton Hall, Room 334A, Huntsville, AL 35899.

Sincerely,

Approved:

Dr. Richard Holt
Director, AMSTI Master Site & HASP

Kenya S. Cole, MBA, CRA
Director, Office of Sponsored Programs

Accepted:

Signature : _____

Date: _____

23456

Example 9

**OFFICE OF SPONSORED PROGRAMS
SUBCONTRACT APPROVAL SHEET
(SAS)**

DATE: March 31, 2024

| | |
|--|--|
| Subcontract Number: SUB2022-1537 | Subcontractor: Auburn University |
| Account/Contract Number: 735A66 / 2D1KK OIA – 2148653 | Agency: NSF |
| Period of Performance: 6/1/22 – 4/30/27 | Principal Investigator(s) Dr. Gary Zank |

| |
|--|
| 1. New Subaward |
| 2. Award Total this action NTE: \$559,997. Required Cost-Share= \$112,000. 5 Year Incremental total = \$2,799,971. 5 year Cost-share = \$560,000. |
| 3. Annual reports required. Final report due 5/15/2027. Final Invoice due 6/30/2027. |

APPROVALS

I have reviewed the attached document and approve of all provisions.

| | |
|---|--|
| | |
| Principal Investigator: Dr. Gary Zank Date | |
| | NA |
| C&G Administrator: Ms. Tarvin Date | Immigration: Ms. Joy Werka Date |
| | <i>Upon Signing, please return to Steve parker VBRH E35 or call 824-2654 for pick-up. Thank you.</i> |
| Kenya S. Cole, MBA, CRA Date Director, Office of Sponsored Programs | |

Example 10

COST AND PRICE ANALYSIS

Subcontract Number: SUB2023- 1631

Prime Contract: PC11952156 / HRC1153985

Consultant Name: Chad Zolynsky

Period of Performance: 4/24/23 – 4/27/23

Resume: On File

Consent: No consent requirements

Budget: \$6,400

Breakdown of Costs: Salary \$200/hour NTE: \$3,400
Course Dev. \$3,000

TOTAL AWARD VALUE : **\$6,400**

\$6,400 to be reimbured is deemed fair and reasonable considering that Chad Zolynsky completes contract objectives. (Attachment 2)

Woodonna Deerman
Contract Assistant

Date

Example 11
THE UNIVERSITY OF ALABAMA IN HUNTSVILLE
GENERAL TERMS AND CONDITIONS
RESEARCH ADMINISTRATION CONTRACT

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The following terms and conditions apply to all Research Administration Professional Services contracts entered into by the Board of Trustees of the University of Alabama, for and on behalf of The University of Alabama in Huntsville.

1. Standard of Performance. All services rendered by the Contractor and its employees, agents, or representatives in performance of this Contract shall conform to the highest standards of workmanship for the type of work involved. Each of the Contractor's employees performing services under this Contract shall be well qualified for the services he or she is performing. The Contractor warrants to the University that all work performed shall: (a) conform in all respects to all of the requirements of this Contract; (b) be free from all defects in materials and workmanship; and (c) be free from all defects in design and be fit for its intended purposes.

2. Inspection. The University, through its authorized representatives, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed by the Contractor.

3. Changes. The University may at any time, through a written Change Notice to this Contract, make changes within the scope of work or period of performance of this Agreement. The Contractor and the University shall

negotiate in good faith and equitable adjustment, if appropriate, in the terms of this Contract to cover any such change. No payment by the University for extras shall be made unless such are performed pursuant to the University's written Change Notice.

4. Principal Investigator. The skill and ability of the Contractor's Principal Investigator for work called for by this Contract is an important consideration for the University's assent to enter into this Contract. Accordingly, the Contractor may not change its Principal Investigator without first obtaining the prior written consent of the University, which consent will not be unreasonably withheld.

5. Assignment. The Contractor may not assign, subcontract, or delegate performance of any of its rights or obligations under this Contract in whole or in part without obtaining the prior written approval of the University. Any attempted assignment, subcontract, or delegation under this Contract shall be void and of no effect.

6. Force Majeure. The Contractor shall notify the University promptly of any material delay in the performance of the work specified and shall state in writing the revised performance date as soon as practicable after the notice of delay. The Contractor shall not be liable for

Example 11

delays in performance unavoidably caused by circumstances beyond its control, such as labor disputes, civil disorders, acts of war, acts of God, governmental action, etc., but it will be liable for all other delay, including specifically that caused by its own fault or negligence. In the event of any excusable delay the date of performance shall be extended for a period equal to the time lost by reason of such delay on written approval of the University official to whom notices are to be given under this Contract.

7. Access to Facilities. The Contractor and its employees or agents shall have the right to use only those facilities of the University that are necessary to its performance of services under this Contract and shall have no right of access to any other facilities of the University.

8. Conduct on Premises.

(a) The Contractor agrees that all persons working for and on behalf of it whose duties bring them upon the University's premises shall obey all applicable rules and regulations established by the University and shall comply with the reasonable directions of the University's officers.

(b) The Contractor shall be responsible for the acts of its employees and agents while on the University's premises and for all injury to persons and damage to property located on University premises caused by its employees and agents. Accordingly, the Contractor agrees to take all necessary measures to prevent such injury and damage. The Contractor shall promptly repair, to the specifications of the University's Vice President for Finance and Administration, any damage that it, or its employees or agents, may cause to the University's premises or equipment. On the Contractor's failure to do so, the University may repair such damage and the Contractor shall reimburse the University promptly for the cost of repair.

(c) The Contractor agrees that, in the event of an accident of any kind on the University's premises involving any of its employees or agents, the Contractor will immediately notify the University's Vice President for Finance and Administration and thereafter furnish a full written report of such accident.

9. Loss of Contractor's Property. The University shall have no responsibility for the loss, theft, or mysterious disappearance of or damage to equipment, tools, materials, supplies, and other personal property of the Contractor or its employees or agents.

10. Signs or Displays. The Contractor will not install any signs or other displays on the University's premises unless in each instance the prior written approval of the University's Vice President for Finance and Administration has been obtained.

11. University Name - Limitations on Use. The Contractor shall not use, in its external advertising, marketing programs, or other promotional efforts, any data, pictures, or other representation of the University except on the specific written authorization of the University's Vice

President for Research. However, the Contractor shall be allowed to include the University on its routine client list for matters of reference.

12. Travel Reimbursement. If this Contract calls for reimbursement of the Contractor's actually incurred travel expenses, the University will reimburse travel expenses as follows: the cost of food, lodging, and miscellaneous expenses while in travel status, plus the cost of ground and/or air transportation. Reimbursement shall be limited to expenses which are actual, reasonable, and necessary. For travel by private vehicle, reimbursement shall be made at the rate of 0.67 per mile, and for travel by air it shall not exceed the cost of economy jet fare. Payment shall be made after presentation of an Expense Voucher (on a form supplied by the University) along with supporting receipts.

13. Indemnification. The Contractor agrees to indemnify and hold harmless the University, its trustees, officers, agents, employees, successors, and/or assigns from all liability, losses, claims, demands, actions, debts, and expenses of every name and nature for personal or bodily injury (included any resulting in death), damage to property, and/or other injury or damage arising out of or as a consequence of the Contractor's acts or omissions in performing under this Contract, its presence on the University's premises, or the existence of this Contract or any matter related hereto. This indemnification agreement shall include all costs, including reasonable attorney's fees and court costs, incurred by the University in connection with the defense against any such claim of liability.

14. Encumbrances. The Contractor shall at all times keep the University free and clear from all encumbrances and liens asserted against or on account of it or its employees and/or agents, by any person, firm, or corporation for any reason whatsoever. If any such lien shall at any time be filed against the University's premises, and the Contractor shall fail to cause such lien to be removed or discharged (by payment or bond or otherwise) within ten (10) days after being notified of the filing of such lien, the University may, but shall not be obligated to, discharge the same. All costs and expenses (including attorney's fees) incurred by the University in discharging the lien shall either be deducted from any payments due the Contractor or be paid by the Contractor directly to the University.

15. Insurance. The Contractor shall maintain in force at all times during the term of this Contract, with responsible insurance carriers, the following insurance: (a) workmen's compensation insurance, to the extent coverage is required by law for the Contractor, in the amount of the statutory limits; (b) automobile liability insurance in the amount of \$300,000 per person and \$500,000 per occurrence, if the use of an automobile by the Contractor is involved in or related to its performance under this contract; and (c) general liability insurance, in appropriate amounts, if the nature and scope of the Contractor's activities in performing under this Contract would, in the exercise of reasonable

Example 11

prudence, dictate such coverage. The University shall have the right, by written notice to the Contractor, to require the Contractor to have and maintain such general liability coverage and to provide a Certificate of Insurance to the University with respect to one or more of the foregoing coverages. The University shall further, by written request, be made an additional insured on any of such policies of insurance.

16. Licenses and Permits. The Contractor shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for its performance under this Contract, and it shall post or display in a prominent place such permits and/or notices as are required by law.

17. Ethics Certification. The Contractor hereby certifies that its entering into or performance of this Contract will not violate any provision of the Alabama Ethics Act.

18. Interest of Contractor. The Contractor covenants that it presently has no interest, direct, or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that in the performance of the Contract no such person having such interest shall be employed or engaged.

19. Compliance with Law. With respect to all activities carried out under this Contract and/or on University premises, the Contractor shall comply with all laws, rules, and regulations of duly constituted authorities having jurisdiction over such activities.

20. Taxes. The Contractor shall pay when due all taxes or assessments applicable to it. The Contractor shall comply with the provisions of all applicable statutes and regulations of taxing authorities to which it is subject.

21. Nondiscrimination. The Contractor agrees that it, with respect to any activity carried out on the premises of the University or relating in any way to this Contract, shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex (including marital and parental status), sexual orientation, age, disability, national origin or genetic information. Moreover, these regulations require that covered subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, national origin, disability or veteran status. The equal opportunity clauses required under Executive Order 11246 and regulations issued thereunder are made a part of this Contract by reference.

22. Compliance with Uniform Guidance Audit Requirements. The Contractor hereby agrees to meet the audit requirements established by the provisions of the most

recent version the Uniform Guidance, SUBJECT: Audits Requirements (hereinafter "Uniform Guidance"), as well as the applicable requirements referenced therein. Abiding by such requirements shall specifically include but is not limited to creating and maintaining accurate and appropriately detailed records and financial statements related to this contract which will permit the University to fulfill its responsibilities under Uniform Guidance. Further, the Contractor agrees to permit independent auditors to have access to such records and financial statements as may be necessary for the University to comply with its responsibilities under Uniform Guidance and to cooperate fully and promptly with the University in its endeavors in that regard.

23. Independent Contractor Relationship. The relationship of the Contractor to the University is and shall be that of an independent contractor in all respects under this Contract, and nothing herein shall be construed as creating any other relationship.

24. Patents. (a) All rights, title, and interest in and to inventions or other intellectual property rights conceived or reduced to practice in the course of performance of the work called for by this Contract are hereby vested in the University. The contractor agrees to promptly disclose to the University, in a format acceptable to the University, any potentially patentable idea or concept conceived or reduced to practice in the course of performance of the work called for by this Contract.

(b) In the event the provisions of paragraph 24(a) are inconsistent with any patent rights clause in an upper tier contract, then the patent rights clause in the upper tier contract shall govern.

25. Proprietary Information. The successful performance of this Contract may require either that pertinent technical data and computer software subject to proprietary claims of the Contractor be made available to the University or that pertinent technical data and computer software subject to the proprietary claims of the University be made available to the Contractor. Accordingly, the Contractor may provide the University with access to the Contractor's proprietary technical information and computer software and the University may provide the Contractor with access to the University's proprietary technical information and computer software as necessary for the successful performance of the scope of work of this agreement, in accordance with the following terms and conditions:

(a) The Contractor will designate in writing one (1) person as its authorized representative for the exchange of proprietary information. Each party reserves the right to change its designation of authorized representative, should circumstances so require and to notify the other party in writing of any such change.

(b) Any information which is received in writing and which is identified in writing as proprietary and is addressed to the individual designated pursuant to paragraph 25(a) of this Contract will be protected in

Example 11

accordance with this Contract. The writing identifying the particular information considered proprietary shall be sufficiently particular to enable the recipient to identify written, graphic, or physical embodiments of such information. The recipient agrees to use its best efforts to hold such information in confidence for a period of three (3) years from the date of its receipt and to not use such information for any purposes other than the work called for by this Contract.

(c) The obligation to use best efforts to retain such information in confidence will be satisfied if the recipient utilizes the same controls it employs to avoid disclosure, publication, or dissemination of its own proprietary information of similar importance.

(d) The obligation with respect to handling proprietary information as set forth in this Contract is not applicable to the following situations:

(i) The recipient shows that such information is in the public domain through no fault of the recipient;

(ii) Such information is contained in a written record in the recipient's files prior to the date of its receipt from the originating party;

(iii) The recipient at any time lawfully obtained such information from a third party under circumstances permitting its disclosure by the recipient to others;

(iv) The information is disclosed by the originating party to the recipient or to others on an unrestricted basis.

(v) The information is disclosed with prior written consent of the originating party, provided the disclosure complies in all respects with the terms of the consent.

(vi) The recipient can demonstrate that it has developed such information independent of its disclosure under this Contract.

(e) Upon termination or expiration of this Contract in accordance with its terms, the recipient will, within a reasonable time thereafter return all proprietary information received from the originating party under this Contract along with all copies thereof, except that the recipient may retain a legal file copy.

(f) Should the recipient be faced with legal action or a requirement under government regulations to disclose proprietary information received hereunder, the recipient shall forthwith notify the originating party, and, upon request and at the expense of the latter, shall cooperate with the originating party in contesting such disclosure.

(g) It is agreed that no license under any patents or technical information of either party is granted by this Contract or by any disclosure of proprietary and/or confidential information hereunder.

26. Upper Tier Changes. If this Contract is issued as a subcontract under the provisions of any University Prime Contract, then it is desired by the parties hereto that this Contract shall not contain anything inconsistent with or contrary to the provisions of the Prime Contract. If the Prime Contract is amended and the amendment causes this Contract to be inconsistent with or contrary to the Prime Contract, the parties hereto agree that the Contractor shall,

upon request, negotiate with the University in good faith on such amendments to this Contract as may be necessary to make this Contract consistent with the requirements and terms of the Prime Contract.

27. FAR Clauses. Any applicable FAR clauses identified in an exhibit attached hereto are hereby incorporated by reference and made binding upon the Contractor with the same force and effect as if set forth in full text.

28. Classified Material. The Contractor will treat all classified material under this contract in accordance with the Industrial Security Manual for Safeguarding Classified Information (DOD 5200.22-M) and in accordance with the provisions of this Contract, including any FAR clauses incorporated by reference, and the Contract Security Specification (DD Form 254).

29. Termination. The University may, by written notice to the Contractor, terminate this Contract in whole or in part at any time, either for the University's convenience or because of the failure of the Contractor to fulfill its contract obligations. Upon receipt of such notice, the Contractor shall: (a) immediately discontinue all service affected (unless the notice directs otherwise), and (b) deliver to the University all data, reports, summaries, and such other information and material as may have been prepared for and/or accumulated by the Contractor in performing this Contract, whether completed or in process. Upon termination, the University shall be obligated to pay only those costs for work actually performed by the Contractor prior to the date that notice of termination was given by the University and for any allowable termination costs.

30. Claims. Any alleged claim against the University for breach of this Contract or any other liability must be submitted to the Board of Adjustment of the State of Alabama, the exclusive means provided by the law of the State of Alabama for bringing a claim against a state agency.

31. Notices. Any notice required under this Contract shall be in writing and shall be given by certified mail, return receipt requested, addressed as follows: if to the University, to the attention of Research Administration, The University of Alabama in Huntsville, Huntsville, Alabama 35899; if to the Contractor, to the address shown on the Contract. The name and address to which mailings shall be made may be changed from time to time by a notice mailed as set forth above.

32. Consent. Wherever in this Contract the consent or approval of a party is required or permitted, such consent or approval shall be in writing and shall be executed by an officer or agent of the party duly authorized to take such action. If a party fails to respond within thirty (30) days to a request by the other party for a consent or approval, such consent or approval shall be deemed to have been given.

Example 11

33. Waiver. The failure of any part to assert a right hereunder or to insist upon compliance with any term or condition of this Contract shall not constitute a waiver of that right, term, or condition nor excuse a similar subsequent failure to perform any such term or condition.

34. Unenforceable Provision. If any provision of the Contract, as applied to any party or to any circumstance, shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Contract or the validity or enforceability of the Contract as a whole.

35. Remedies. All the parties' remedies and rights contained in this Contract shall be cumulative and shall not be in limitation of any other right or remedy which the parties may have.

36. Survival of Terms. All covenants, representations, and warranties of the Contractor contained in this Contract shall survive the termination or expiration of this Contract whenever necessary to carry out the reasonably intended purpose thereof.

37. Priority of Terms. In the event of a conflict between a provision in either the Contract document, these General Terms and Conditions, or any applicable FAR regulations, then the conflict will be resolved according to the following order of documentary priority: (a) the Contract document; (b) any applicable FAR clauses which have been incorporated by reference; (c) these General Terms and Conditions; and (d) any other documents which have been expressly been made a part of this Contract, including any documents prepared by the Contractor.

38. Representations and Warranties. The Contractor covenants that all action required on its part has been taken to authorize and empower it to enter into and perform this Contract and that it has and will continue to have throughout the term of this Contract the full right to perform its obligations hereunder. The Contractor further represents that there are no prior or existing contractual commitments that would prevent it from entering into this Contract for from conducting the activities and carrying out the duties and obligations provided for hereunder.

39. Construction Rules.

(a) The captions and headings in this Contract are for purposes of convenience and reference only, and the works contained therein shall have no substantive effect and shall in no way be held to explain, modify, or amplify the meaning of the sections and provisions of this Contract to which they pertain.

(b) The words "shall," "will," and "agrees," as used herein are mandatory; the word "may" is permissive.

(c) Whenever the singular number is used herein, it shall, where appropriate, include the plural, and the neuter gender shall include the masculine and/or feminine.

(d) The language in all parts of this Contract shall in

all cases be simply construed according to its fair meaning and not strictly for or against any party.

(e) The word "Contractor" as used herein shall refer, when appropriate, to a "Subcontractor" as used in the primary contract of which these General Terms and Conditions form a part.

40. Governing Law. This Contract, and all matters or issues collateral to it, shall be governed by and construed in accordance with the law of the State of Alabama.

Example 12

CERTIFICATION REGARDING DRUG-FREE WORKPLACE (52.223-6) (MAY 2001)

- A. The grantee certifies that it will provide a drug-free workplace by:
1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 2. Establishing a drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The grantee's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs;
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1.
 4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will:
 - a. Abide by the terms of the statement, and
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
 5. Notifying the agency within ten days after receiving notice under subparagraph 4(b), with respect to any employee who is so convicted.
 6. Taking one of the following actions, within 30 days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted:
 - a. Taking appropriate personnel action against such an employee, up to and including termination, or
 - b. Requiring such employee to participate satisfactorily in a drug abuse or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.
 7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.
- B. The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with specific grant:

EQUAL OPPORTUNITY (FAR 52.222-26) (APRIL 2015)

If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the contractor shall comply with this clause in its entirety. Upon request the Contractor shall provide information necessary to determine the applicability of this clause.

CERTIFICATION REGARDING RESPONSIBILITY MATTERS (52.209-5) (DEC 2008)

1. The prospective primary participant certifies that, to the best of its knowledge and belief, it and its principals:
 - a. Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - b. Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - c. Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(I)(B) of this provision.
 - d. The Offeror has ☐ has not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal

UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS CONCERNS (FAR 52.219-8) (OCT 2014)

- a. It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned

Place(s) of Performance: _____

Example 12

small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

- b. The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (FEB 1999)

The offeror represents that —

- a. It ☐ has, ☐ has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation;
- b. It ☐ has, ☐ has not, filed all required compliance reports; and
- c. Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)

The offeror represents that

- a. it ☐ has developed and has on file, it ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2) *or*
- b. it ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

CERTIFICATION OF NONSEGREGATED FACILITIES (FAR 52.222-21) (APRIL 2015)

By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments; and that, it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. (FAR 52.203-11) (OCT 2015)

(a) *Definitions.* As used in this provision—"Lobbying contact" has the meaning provided at [2 U.S.C. 1602\(8\)](#). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" ([52.203-12](#)).

(b) *Prohibition.* The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to

Influence Certain Federal Transactions" ([52.203-12](#)) are hereby incorporated by reference in this provision.

(c) *Certification.* The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid 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 on its behalf in connection with the awarding of this contract.

(d) *Disclosure.* If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) *Penalty.* Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by [31 U.S.C. 1352](#). Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

COMBATING TRAFFICKING IN PERSONS FAR 52.222.50 (MARCH 2015)

As prescribed in 22.1705(a)(1)

Signature: _____

Name/Title: _____

Date: _____

Institution: _____



VENDOR DISCLOSURE STATEMENT

In compliance with the policies of The Board of Trustees of the University of Alabama, The University of Alabama System Office, this University, and with Alabama state law, this Disclosure Statement shall be completed on a per contract basis for all contracts in excess of the statutory minimum provided in Section 41-16-82, *Code of Alabama* 1975, including but not limited to proposals, bids, and contracts, including consulting/professional service contracts unless otherwise exempted ("Agreements"). The Board of Trustees of The University of Alabama reserves the right to refuse to enter into or to cancel, without penalty, any contract or agreement with any entity or individual who does not provide all of the information requested below, makes false or incomplete disclosures, or fails to supplement or amend such disclosures if circumstances change making the disclosures inaccurate or incomplete.

Definitions. For the purposes of this form, the following terms shall have the following meanings:

- **"Agreement."** Any single agreement, contract, memorandum of understanding, or grant document under which goods or services are to be provided by You.
- **"Entity."** The corporation, partnership, sole proprietorship, individual or business of any kind in whose name or on whose behalf the goods or services are being provided to the University.
- **"Family Member."** Your spouse, dependent, an adult child and his or her spouse, a parent, a spouse's parents, and a sibling and his or her spouse. The term "Dependent" shall include any person, regardless of his or her legal residence or domicile, who receives more than 50 percent of his or her support from the public official or employee or his or her spouse, or who resides with the public official or employee for more than 100 days during the reporting period.
- **"Public Official."** Any person elected to public office, whether or not that person has taken office, by vote of the people at state, county, or municipal level of government or their instrumentalities, including governmental corporations, and any person appointed to take a position at the state, county, or municipal level of government or their instrumentalities, including governmental corporations.
- **"Relationship."** Limited to familial or business in nature, or a personal relationship that the existence of which creates a Conflict of Interest or the appearance of a Conflict of Interest that would require disclosure under Board Rule 106.
- **"UAS."** The Board of Trustees of The University of Alabama, and its constituent divisions including The University of Alabama System Office, The University of Alabama, The University of Alabama at Birmingham, and The University of Alabama in Huntsville.
- **"You."** Includes (1) the individual(s) or representative(s) of the Entity who (a) solicited the Agreement or (b) are responsible for managing the account or relationship with the University, and their partners or co-owners; and (2) any member of the foregoing individuals' immediate family (that You know to have a direct familial relationship with a UAS employee or official or family member of a UAS employee or official).

1. Name of Entity and Individual Completing this Form (may be completed by an authorized account manager/representative)

Entity Name: _____

Individual Name: _____

Title: _____

Address Line 1: _____

Address Line 2: _____

City, State, Zip: _____ Telephone: _____

Email: _____

2. UAS Entity with which You propose an Agreement? (i.e. University, College, Department, etc.)

3. Describe the proposed Agreement:

Goods and services to be provided: _____

Grant or proposal number (if applicable): _____

Amount or anticipated amount: _____

Term: _____

Is the proposed Agreement the result of a competitive or bid process? _____ Yes _____ No

4. Have "You" (See definition above) or the Entity supplying the goods or services previously provided goods and/ or services to UAS within the current or last fiscal year? _____ Yes _____ No

If yes, please provide the following information for each other agreement for such goods and/or services.

Entity Providing Goods or Services: _____

Campus and Department: _____

Type of Goods/Services: _____

Amount Received: _____

Entity Providing Goods or Services: _____

Campus and Department: _____

Type of Goods/Services: _____

Amount Received: _____

If you need to provide further details on goods or services provided to UAS within the current or last fiscal year, please attach an addendum to this Disclosure Statement.

5. Did the amount of goods and /or services identified in response to Question 4 total \$1,000,000 or more? _____ Yes _____ No

6. a. Do You have a relationship with any UAS employee or Trustee who may directly or indirectly receive any benefit from the proposed Agreement, or whose family member or business may directly or indirectly benefit? _____ Yes _____ No

b. Do You have a relationship with any Public Official who may directly or indirectly receive any benefit from the proposed Agreement, or whose family member or business may directly or indirectly benefit? _____ Yes _____ No

If You answered "Yes" to questions 6.a. and/or b., please provide the following information for each UAS employee, Trustee, or Public Official with whom You have a Relationship.

Name of UAS employee, Trustee, or Public Official: _____

Campus/department where employed or position held: _____

Nature of relationship: _____

Potential Benefit: _____

Name of UAS employee, Trustee, or Public Official: _____
Campus/department where employed or position held: _____
Nature of relationship: _____
Potential Benefit: _____

If you need to provide further information regarding UAS employee(s) or Trustee(s), or Public Officials with whom You have a Relationship, and who may directly or indirectly benefit from this Agreement, please attach an addendum to this Disclosure Statement.

7. Have any paid consultants, lobbyists, and/or Public Official assisted in obtaining the proposed Agreement? ☐ Yes ☐ No

If yes, please provide the following information for each consultant or lobbyist.

Name: _____

Address: _____

Name: _____

Address: _____

If you need to provide further information regarding paid consultants and/or lobbyists utilized to obtain the proposed Agreement, please attach an addendum to this Disclosure Statement.

8. List any current litigation or administrative action that has been filed within the last 3 years, either state or federal, related to public or higher education construction or finance that the contractor or others associated with the firm may have against them.

9. Please provide any additional information requested by UAS in connection the Agreement. If you need to provide additional details or attachments, please attach an addendum to this Disclosure Statement.

By signing below, I certify under oath and penalty, as provided for in Section 41-16-86, *Code of Alabama* 1975, that all statements on or attached to this form are true and correct to the best of my knowledge. By proposing or entering into an Agreement with UAS, I certify I am authorized to complete this form on behalf of the Entity in whose name or on whose behalf goods or services are being provided, and I further certify no employee or official of UAS, nor any of their family members or any business with which they may be associated, will receive a benefit from this contract, except as has been disclosed, in writing herein. I will promptly disclose any Relationship which may arise in the future, or any existing Relationship which may become known to me, and update this statement to disclose the same.

Signature

Date

Updated: September 2020

Example 14
NASA GRANTEE
NEW TECHNOLOGY SUMMARY REPORT

NASA requires each research grantee, research contractor, and research subcontractor to report new technology to the NASA Commercial Technology Office. For that purpose, the following reports and corresponding schedules are provided:

| <u>Title of Report</u> | <u>Form Number</u> | <u>Timetable</u> |
|--|--------------------|---|
| New Technology Disclosure | NASA Form 1679 | The grantee discloses <i>each</i> discovery of new technology individually, at the time of its discovery |
| NASA Grantee New Technology Summary Report (checkmarked "Interim") | NASA C-3043 | For multi-year grants, the grantee summarizes the previous year's disclosures on an annual basis. The first Interim New Technology Summary Report is due exactly 12 months from the effective date of the grant. Future reports are due annually, thereafter. |
| NASA Grantee New Technology Summary Report (checkmarked "Final") | NASA C-3043 | The grantee submits a cumulative summary of all disclosed technologies. The Final New Technology Summary Report is submitted immediately following the grant's technical period of performance. |

Grantee Name: The University of Alabama in Huntsville

Grantee Address: Office of Sponsored Programs, VBRH E-12

Telephone No.: 256-824-2661

NASA Grant No: _____ Grant Completion Date: _____

_____ Report Submitted by: _____

New technology should be reported whether or not it is or may be patentable.

Large business contractors and subcontractors must disclose all reportable items to NASA. Reportable items as used in NASA contracts (or subcontracts) with large businesses means any invention, discovery, improvement, or innovation, whether or not patentable, conceived or first actually reduced to practice in the performance of work under a NASA contract (or subcontract). Reportable items include, but are not limited to, new processes, machines, manufactures, and compositions of matter, and improvements to, or new applications of, existing processes, machines, manufactures, and compositions of matter. Reportable items also include new computer programs, and improvements to, or new applications of, existing computer programs, whether or not copyrightable.

Small business, nonprofit organization, and college and university contractors and subcontractors must disclose all subject inventions to NASA. Subject inventions as used in NASA contracts (or subcontracts) with other than large businesses means any invention or discovery which is or may be patentable and is conceived or first actually reduced to practice in the performance of work under a NASA contract (or subcontract). Subject inventions include any new process, machine, manufacture, or composition of matter, including software, and improvements to, or new applications of, existing processes, machines, manufactures, and compositions of matter, including software.

Subject to approval by contractors (or subcontractors) who retain or obtain title to subject inventions or reportable items, all such reported items are evaluated for publication in NASA Tech Briefs. If an item is published in NASA Tech Briefs, the innovator receives a monetary award from NASA.

NASA GRANTEE NEW TECHNOLOGY SUMMARY REPORT

General Information

1. Type of Report: ☐ Interim ☒ Final Reporting Period: _____
2. Size of Business: ☐ Large ☐ Small ☐ College/ University ☐ Nonprofit Organization
3. Have any reportable items or subject inventions resulted from work performed under this contract during this reporting period? ☐ Yes ☐ No
4. Are New Technology Items being disclosed (NF 1679 or equivalent) with this Summary Report?
☐ Yes ☐ No

• New Technology Items

Please provide the title(s) of all new and previously disclosed new technology items conceived or first reduced to practice under this grant. Use a separate piece of paper if additional space is required.

| <u>Title</u> | <u>Internal Docket Number</u> | <u>Patentable Item</u> | <u>Patent Appl. Filed</u> | <u>Patent Appl. Not Filed</u> |
|--------------|-----------------------------------|----------------------------|-------------------------------|-----------------------------------|
| • _____ | _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • _____ | _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • _____ | _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • _____ | _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

• Grant Subcontractors

Please complete the following section listing all research subcontractors participating to date. Include each subcontractor's name, address, contact person, telephone number, and the subcontract award date. Use a separate piece of paper if additional space is required.

| | |
|----------------------|----------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| Date of Award: _____ | Date of Award: _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| Date of Award: _____ | Date of Award: _____ |

• Certification

I certify that active and effective procedures ensuring prompt identification and timely disclosures of reportable new technology items have been followed. Furthermore, I certify that all new technology items required to be disclosed and conceived during the period identified on this form have been disclosed to NASA.

Name and Title of Authorized Official

Signature and Date

Example 15

| REPORT OF INVENTIONS AND SUBCONTRACTS <i>(Pursuant to "Patent Rights" Contract Clause)(See Instructions on Reverse Side.)</i> | | | | | | FORM APPROVED OMB NO. 0704-0016 | | | | | |
|--|--|--|--|---|--|--|--|--|--|----------------------------------|--|
| 1a. NAME OF CONTRACTOR/SUBCONTRACTOR Tuskegee University | | c. CONTRACT NUMBER SUB2022-1543 | | 2a. NAME OF GOVERNMENT PRIME CONTRACTOR The University of Alabama in Huntsville | | c. CONTRACT NUMBER Same as 1c | | 3. TYPE OF REPORT <i>(check one)</i> <input type="checkbox"/> INTERIM <input checked="" type="checkbox"/> FINAL | | | |
| b. ADDRESS <i>(include Zip Code)</i> 1200 W Montgomery RD Tuskegee Institute, Alabama 36088-1923 | | d. AWARD DATE (YYMMDD) 22/06/01 – 27/04/30 | | b. ADDRESS <i>(include Zip Code)</i> Huntsville, AL 35899 | | d. AWARD DATE (YYMMDD) Same as 1d | | 4. REPORTING PERIOD (YYMMDD) FROM: 22/06/01 TO: 27/04/30 | | | |
| SECTION I - SUBJECT INVENTIONS | | | | | | | | | | | |
| 5. "SUBJECT INVENTIONS" REQUIRED TO BE REPORTED BY CONTRACTOR/SUBCONTRACTOR <i>(If "None," so state)</i> | | | | | | | | | | | |
| a. NAME OF INVENTOR (S) <i>(Last, First, M.I.)</i> | | b. TITLE OF INVENTION (S) | | c. DISCLOSURE NO., PATENT APPLICATION SERIAL NO. OR PATENT NO. | | d. ELECTION TO FILE PATENT APPLICATIONS | | e. CONFIRMATORY INSTRUMENT OR ASSIGNMENT FORWARDED TO CONTRACTING OFFICER | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | UNITED STATES | | FOREIGN | | | |
| | | | | | | YES NO | | YES NO | | | |
| | | | | | | | | | | | |
| f. EMPLOYER OF INVENTOR (S) NOT EMPLOYED BY CONTRACTOR/SUBCONTRACTOR. | | | | | | | | | | | |
| i. NAME OF INVENTOR <i>(Last, First, M.I.)</i> | | i. NAME OF INVENTOR <i>(Last, First, M.I.)</i> | | g. ELECTED FOREIGN COUNTRIES IN, WHICH A PATENT APPLICATION WILL BE FILED. | | | | ii. FOREIGN COUNTRIES OF PATENT APPLICATION | | | |
| ii. NAME OF EMPLOYER | | ii. NAME OF EMPLOYER | | | | | | | | | |
| iii. ADDRESS OF EMPLOYER <i>(include Zip Code)</i> | | iii. ADDRESS OF EMPLOYER <i>(include Zip Code)</i> | | | | | | | | | |
| SECTION II - SUBCONTRACTS <i>(Containing a "Patent Rights" clause)</i> | | | | | | | | | | | |
| 6. SUBCONTRACTS AWARDED BY CONTRACTOR/SUBCONTRACTOR <i>(If "None," so state)</i> | | | | | | | | | | | |
| a. NAME OF SUBCONTRACTOR (S) | | b. ADDRESS <i>(include Zip Code)</i> | | c. SUBCONTRACTOR NO.(S) | | d. DAR "PATENT RIGHTS" | | e. DESCRIPTION OF WORK TO BE PERFORMED UNDER SUBCONTRACT (S) | | f. SUBCONTRACT DATES (YYMMDD) | |
| | | | | | | CLAUSE NO. DATE (YYMM) | | | | AWARD ESTIMATED COMPLETION | |
| | | | | | | | | | | | |
| SECTION III - CERTIFICATION | | | | | | | | | | | |
| 7. CERTIFICATION OF REPORT BY CONTRACTOR/SUBCONTRACTOR. <i>(Not required if <input type="checkbox"/> Small Business or <input type="checkbox"/> Non-Profit organization.)(Check appropriate box)</i> | | | | | | | | | | | |
| a. NAME OR AUTHORIZED CONTRACTOR/SUBCONTRACTOR OFFICIAL <i>(Last, First, M.I.)</i> | | | | c. I certify that the reporting party has procedures for prompt identification and timely disclosure of "Subject Inventions," that such procedures have been followed and that all "Subject Inventions" have been reported. | | | | | | | |
| b. TITLE | | | | | | | | | | | |
| | | | | SIGNATURE OF AUTHORIZED CONTRACTOR/SUBCONTRACTOR OFFICIAL | | | | | | | |
| | | | | DATE (YYMMDD) | | | | | | | |

Example 16

FLY AMERICA ACT WAIVER CHECKLIST

(To assist in determining qualification for a waiver of the restrictions of the Fly America Act under 41 CFR Part 301-10, check the applicable statement(s) below.)

Foreign air travel on a non-U.S. air carrier is financed by U.S. Government, or will be claimed as costs under an award. (If you do not check this block, the restrictions of the Fly America Act do not apply. Check at least one of the statements below to qualify for a waiver of the restrictions of the Fly America Act.)

Use of foreign air carrier is a matter of necessity because of. (Must check one below)

_____ U.S. flag air carrier cannot provide the air transportation needed, e.g.

_____ Use of foreign air carrier is necessary for medical reasons.

_____ Use of foreign air carrier is required to avoid unreasonable risk to traveler's safety. (See 41 CFR 301-10.138(b)(2) for supporting evidence needed.)

_____ Seat on U.S. air carrier in authorized class of service is unavailable, seat on foreign air carrier in authorized class of service is available.

_____ Other (Provide detailed explanation.)

_____ Use of U.S. flag air carrier will not accomplish the Department's mission. (Provide detailed justification)

_____ Bilateral or multilateral air transportation agreement. U.S. is a party and Dept. of Transportation determines agreement meets requirements of Fly America Act.

_____ No U.S. flag air carrier provides service on a particular leg of your route (Travelers can only use foreign air carrier to or from the nearest interchange point to connect with a U.S. carrier).

_____ A U.S. flag air carrier involuntarily reroutes traveler on a foreign air carrier.

_____ Service on a foreign air carrier is three hours or less, and use of U.S. flag air carrier doubles en route travel time.

_____ Air travel is between the U.S. and another country and use of a U.S. carrier on a nonstop flight extends travel time by 24 hours or more.

_____ Any other air travel. (You must check at least one of the following statements to qualify for a waiver of the Fly America Act restrictions in this section)

_____ Use of a U.S. carrier increases the number of aircraft changes outside the U.S. by two or more.

_____ Use of a U.S. carrier extends travel time by six hours or more.

_____ Use of a U.S. carrier requires a connecting time of four hours or more at an overseas interchange point.

Remember, you must use a U.S. flag air carrier on every portion of the route where it provides service unless you qualify for a waiver.

Please note, this checklist is meant as a helpful guide and not as a final determination on applicability or scope of Fly America. Please refer to 41 CFR Part 310-10 for official guidance on Fly America and its exemptions.

Subaward

Subaward ID: 1435


Version: 6

Execution Date:

Start Date: 01/14/2022

End Date: 12/13/2024


Subaward Type: Grant

Title: 

Status: Active

Account ID: 735A542D1DH

Vendor ID:

Requisitioner User Name: jha0003 
James AdamsRequisitioner Unit: 730001 
CSPAR - Center for Space Plasma and Aeronomic Research

Archive Location:

Closeout Date:

Federal Award Project Description: Atomic Oxygen Resistant Coating for Polymethyl Methacrylate Lenses 

F & A Rate:

De Minimis: No



Comments: 

Obligated Amount: 237,552.00

Anticipated Amount: 237,552.00

Amount Released: 119,789.49

Available Amount: 117,762.51

Cost Type: Cost Reimbursement Site Investigator: 

Requisition ID:

2186 
Subrecipient: University of Colorado Boulder

FFATA Required: Yes

FSRS Subaward Number: 2022-1435

Example 18

DISTRIBUTION /
OIA-2148653

Institutional Proposal 21110554

Generated by Dev Proposal 1137

Award 001990-00003

NSF - Cooperative Agreement - CERIF

Subaward 2023-1592

New Subaward/Active

Summary

Subaward ID:

2023-1592

Status:

Active

Account Number:

735A65

Subrecipient Name:

The University of Alabama at Birmingham

Subaward Type:

Cooperative Agreement

Dates:

06/01/2022 - 04/30/2027

Requisitioner:

Gary Zank

Requisitioner Unit:

258001 : Space Science

Amounts

Anticipated Amount:

\$19,981.00

Obligated Amount:

\$19,981.00

SUBCONTRACT ADMINISTRATOR: WOODONNA DEERMAN

NEW SUBCONTRACT NTE: \$19,981

Deliverables - Provide requested data and input as requested.

Final report due no later than 5/31/2027.

DD882 Form due no later than 5/31/27.

Final invoice will be due no later than 6/30/2027.

Example 19
MEMORANDUM

TO: Sarah/Haley
SUBJECT: Requisition to Encumber Funds for SUB2023-1592

In order to insure that the subcontract has sufficient funds for payments, it is necessary to encumber funds. When an M.R. is sent to Accounts Payable, it is important to reference the correct P.O.

Please submit electronically a requisition to encumber funds for this subcontract and notify the appropriate C&G Accountant and myself via e-mail, deermaw@uah.edu with the requisition number and Prime Agency.

Subcontract: 2023-1592 requires an encumbering P.O.'s for the amount of **\$19,981** as follows:

Address for requisition:

University of Alabama at Birmingham (A25038561)

| <u>Account Number</u> | <u>Subcode</u> | <u>Amount</u> |
|-----------------------|----------------|---------------|
| 735A65 | 7119 | \$19,981 |

Please include the following:

1. Subcontract Number: **SUB2023-1592**
2. Period of Performance covered by subcontract **6/1/22 – 5/31/25**
3. Vendor type: **Education**
4. Original SubK on file in OSP
5. **Email PO** to Woodonna Deerman, VBRH E-34

Example 20
MEMORANDUM

TO: Gretchen Pangle

FROM: Woodonna Deerman
Office of Sponsored Programs
VBRH E-30

SUBJECT: Alabama A&M University
SUB2020-098

Please submit electronically an **ISSUE CHECK REQUISITION** for payment of the attached subcontract and notify the appropriate C&G Accountant and myself via e-mail, deermaw@uah.edu when the requisition has been submitted with the requisition number and Prime Agency.

Address: **Alabama A&M University (A25038960)**

Account: **735364**

Subcode: **7120**











Amount: **\$10,077.01**

Please include the following in your description:

1. Issue check for payment no. **9th payment**.
2. Subcontract Number **SUB2017-098**
3. Period of Performance covered by invoice: **8/1/23 – 8/31/23**
4. Vendor type:
 - Large Business (LB)
 - Small Business (SB)
 - **Educational Institution (ED)**
 - Small Disadvantaged Business (SDB)
 - Non-Profit (NP)
 - Individual (IN)
 - Other (OT)
5. Original SubK in OSP
6. Attention Woodonna Deerman

The above information can be found on the invoice and the pink subcontract distribution page or within the subcontract. If I can be of assistance, please call me at 824-2661, or email: deermaw@email.uah.edu. Thank you for your cooperation.

Invoices

| | | Invoice ID | Start Date | End Date | Effective Date | Amount Released | Invoice Status | Attachment | ? |
|---|----------------------|---------------------|---|------------|----------------|-----------------|----------------|--|-------------------|
| 1 | view | P0108540 | 12/01/2023 | 01/31/2024 | 02/23/2024 | 6,639.51 | FINAL |  #8 and #9 invoices Dec 23 - Jan 24.pdf | |
| | | Comments | Cost share of \$2,118.49  | | | | | | |
| 2 | view | P0108540 | 11/01/2023 | 11/30/2023 | 12/20/2023 | 4,976.50 | FINAL |  #7 invoice Nov 23.pdf | |
| | | Comments | Cost share of \$2,118.49  | | | | | | |
| 3 | view | P0108540 | 10/01/2023 | 10/31/2023 | 11/21/2023 | 6,400.00 | FINAL |  #6 invoice Oct 23.pdf | |
| | | Comments | CS of \$4,236.98  | | | | | | |
| 4 | view | P0108540 | 09/01/2023 | 09/30/2023 | 11/06/2023 | 2,339.56 | FINAL |  #5 invoice Sept 23.pdf | |
| | | Comments | No cost share  | | | | | | |
| 5 | view | P0108540 | 08/01/2023 | 08/31/2023 | 09/21/2023 | 13,818.65 | FINAL |  #4 invoice August 23.pdf | |
| | | Comments |  | | | | | | |
| 6 | view | P0108540 | 07/01/2023 | 07/31/2023 | 09/14/2023 | 23,383.37 | FINAL |  #3 invoice July 23.pdf | |
| | | Comments |  | | | | | | |
| 7 | view | P0108540 | 06/01/2023 | 06/30/2023 | 08/10/2023 | 34,429.48 | FINAL |  #2 invoice June 23.pdf | |
| | | Comments |  | | | | | | |
| 8 | view | P0108539 / P0108540 | 06/01/2022 | 05/31/2023 | 07/07/2023 | 28,310.85 | FINAL |  #1 invoice June 22 - May 23.pdf | |
| | | Comments | P0108539 - \$25,000 and P0108540 - \$3,310.85  | | | | | | |

Example 22-22A
THE UNIVERSITY OF ALABAMA IN HUNTSVILLE
INVOICE AND EXPENSE VOUCHER
EXHIBIT
INVOICE

I hereby invoice The University of Alabama in Huntsville according to the terms of the above referenced subcontract as follows (complete blanks for indicated line):

1. A fee to be invoiced according to the following schedule: \$0.00 at Monthly intervals. This interval \$_____.
2. A Stipend of \$_____ to be paid during the dates of _____.
3. A fee based on effort expended and calculated at the rate of \$0.00 per _____ during the period of _____ (dates) for _____. The total value of this invoice for these dates is \$ 0.00.

EXPENSE VOUCHER

This is to certify that I incurred the following actual travel expense during the period of _____ and authorized pursuant to the terms of The University of Alabama in Huntsville Subcontract noted above. ~~Original receipts are required for all travel related expenses to include, but not limited to: (1) registration fees, (2) air/rail/bus fare, (3) lodging, and (4) meals. NOTE: The University will not pay for alcoholic beverages or personal telephone calls. If you claim a telephone call, you must indicate that it is related to the business of this contract. Meal costs must be actual expenses, not to exceed a daily average of \$40 day, and not exceed a weekly average.~~

| DATES | | | | | | | | TOTAL |
|---|----|----|----|----|----|----|----|-------|
| 1. Airfare (not to exceed cost of economy jet fare) | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| 2. Personal Car Mileage @ \$0.67/mile | | | | | | | | |
| 3. Taxi | | | | | | | | |
| 4. Rental Car | | | | | | | | |
| 5. Parking Fees | | | | | | | | |
| 6. Food (actual expenses; receipt required for all meals) | | | | | | | | |
| 7. Lodging (single room rate) | | | | | | | | |
| 8. Misc. (explain below) | | | | | | | | |
| TOTAL DUE | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ |

Return Completed Form w/ReceiptsTo:

*I the undersign hereby certify that the charges
Indicated above are accurate and actual.*

The University of Alabama in Huntsville
Office of Sponsored Programs
Attn: Woodonna Deerman
Huntsville, AL 35899

Signed: _____
Printed Name: _____
Date: _____

THE UNIVERSITY OF ALABAMA IN HUNTSVILLE
MEMORANDUM RECEIVING REPORT - Example 23

To: ACCOUNTS PAYABLE
SHELBY KING HALL 241
824-2250

DATE: 05/03/23

Purchase Order No. P0111662

Issued To: Code for Science and Society, Inc.

has been: (a) ☒ partially filled as indicated below;

PAYMENT FOR ENUMERATED ITEMS IS AUTHORIZED

(b) ☐ completed

| ITEM | QUANTITY | ITEM | COST PER UNIT | PURCHASE ORDER TOTAL |
|------|----------|---|---------------|----------------------|
| | | Org Code 745A5F | | |
| | | SUB 2023-1597 | | |
| | | Payment #1 | | |
| | | Services performed in accordance to subcontract: | | |
| | 1 | DATE OF SERVICE: 12/1/22 - 4/30/23 | \$ 14,785.70 | \$ 14,785.70 |
| | | | Yes | No |
| | | Is the invoice on subrecipient institutional form or letterhead? | x | |
| | | Does the invoice contain a certification signature? | x | |
| | | Is the period of performance within the subaward timeframe? | x | |
| | | Are total expenditures within the subaward amount? | x | |
| | | Are expenses within budgetary restrictions in subaward? | x | |
| | | Is F&A calculated correctly and based on agreed upon rate? | x | |
| | | If budgeted, is cost-share being met? | | No cost share |
| | | Please mail payment to: Code for Science and Society, Inc. Apt 247 3439 SE Hawthorne Blvd Portland, OR 97214-5048 | | |
| | | Monthly Progress Reports required. Signature below indicates your receipt and acceptance of the reports and approval of payment. | | |
| | | Woodonna Deerman | | \$ 14,785.70 |

Please sign and return to Woodonna Deerman, VBRH E-34
INSTRUCTION FOR COMPLETING THIS FORM

To submit a Memorandum Receiving Report, list the Purchase Order number, vendor, and check the appropriate box indicating a partial or completed order. If the Memorandum Receiving Report is a partially completed order, list the items received and the quantity, or simply attach the packing slip or invoice to the Memorandum Receiving Report. Attach any supporting document, if available, that may apply. If the Memorandum Receiving Report is complete, simply check the complete box and sign. You need not list each item.

Approved by: (Signature)

Title

Division

Department

Example 24

CHECKLIST FOR SUBCONTRACT CLOSE-OUTS

SUBCONTRACT NO.: SUB2022-114 Subk Period of Performance: 12/15/21 – 6/30/23

SUBCONTRACTOR: Crisis Services of North Alabama

PRIME CONTRACT NO: 1U79SM060497-01 PRIME ACCT NO.: 200561

PRINCIPAL INVESTIGATOR: Dr. Parrish Paul

DATE RECEIVED

- AGENCY CONSENT/NOTIFICATION NA
- REQUIRED CERTIFICATIONS (or clauses incorporated in agreement) NA
- DD FORM 254, SECURITY/IMMIGRATION NA
- DD FORM 882, INVENTIONS & SUBCONTRACTS Yes
- FORM 1018 or 1662 EQUIPMENT INVENTORY NA
- FORM C-3043 NASA NEW TECHNOLOGY SUMMARY REPORT NA
- COPY OF AUDIT REPORT ON FILE (if NP or ED) NA
- FINAL REPORT/DELIVABLES & ACCEPTANCE:

This Subcontractor has performed within the terms of the subcontract.
I hereby accept final report, deliverables, and the performance of the subcontractor. Final payment may be made.

No New Inventions to be reported.

P.I. Signature:

- FINAL PAYMENT PROCESSED IN OSP

All financial obligations on this subcontract have been met & paid.

Date:

- COST SHARE REQUIREMENTS MET (Cost sharing **\$0**) NA
- CLOSED ON DBASE

COMMENTS:

CLOSED BY: DATE:

ALL CLOSED SUBCONTRACTS WILL BE FILED BEHIND THE PRIME CONTRACT AFTER CLOSEOUT.

PLEASE RETURN TO WOODONNA DEERMAN IN OFFICE OF SPONSORED PROGRAMS, VBRH E30

Example 25

MEMORANDUM

DATE: January 15, 2024

TO: Dr. Richard McNider
Principal Investigator

FROM: Woodonna Deerman
Office of Sponsored Programs
VBRH, E-30










SUBJECT: Final Report Acceptance
Subaward: **University of Alabama**
SUB2023--1453 (1/1/23 – 12/31/23)

If you have received the Final Report and/or all applicable deliverables report for the above referenced subcontract and found it acceptable, please indicate your approval by signing below. Please return the signed memo to my attention.

Accepted:

Principal Investigator Date

Subaward

| | |
|--|--|
| Subaward ID: 695 | |
| Version: 39 | Execution Date: |
| Start Date: 09/01/2017 | End Date: 07/31/2023 |
| Subaward Type: Grant | |
| Title:  | Status: Closed  |
| Account ID: 7353642A692 | Vendor ID: |
| Requisitioner User Name: gpz0001  Gary Zank | Requisitioner Unit: 730001  CSPAR - Center for Space Plasma and Aeronomic Research |
| Archive Location: | Closeout Date: |
| Federal Award Project Description: RII Track 1: CPU2AL: Connecting the Plasma Universe to Plasma Technology in AL(CERIF Operating)  | |
| F & A Rate: | De Minimis: No |
| Comments:  | |
| Obligated Amount: 2,765,381.92 | Anticipated Amount: 2,765,381.92 |
| Amount Released: 2,765,381.92 | Available Amount: 0.00 |
| Cost Type: <div>Cost Reimbursement </div> | Site Investigator:  |
| Requisition ID: | 1342  Subrecipient: The University of Alabama at Birmingham 06-3690705 |
| FFATA Required: Yes | FSRS Subaward Number: 2017-092 |

Example 27

February 5, 2022

International Services Council of Alabama, Inc.
102 Gates Avenue, SW
Huntsville, AL 35801

Subject: SUB2022-1760, Deobligation of Funds

Dear Ms. Shipe:

Funds in the amount of \$13,401.42 are deobligated on the above referenced subcontract. Final payment has been made, and all contractual obligations have been met.

If you have any questions, please contact Woodonna Deerman, Contract Assistant III at (256) 824-2661.

Sincerely,

Kenya S. Cole, MBA, CRA
Director
Office of Sponsored Programs

CF: File

Example 28

COST & PRICE ANALYSIS
Purdue University
PRIME: H98230-20-1-0333
SUB 2021-1268
Period of Performance: 9/4/21 – 8/4/23
Cost & Price Analysis

LABOR

\$112,162.66

Dr. Michael Tu, Assoc Professor. Computer Info. Technology. Salary of \$166,747 / year is acceptable when compared to a UAH Assoc. Professor of Computer Science salary of \$147,811 (Dr. Zhu) with comparable experience. Labor expense: \$34,739.13

Dr. Ge Jin, Professor. Computer Info. Technology. Salary of \$159,879 / year is acceptable when compared to a UAH Assoc. Professor of Computer Science salary of \$147,811 (Dr. Zhu) with comparable experience. Labor expense: \$16,654.11

Dr. Yuequi Zhang, Assoc Professor. Visual Communication Design. Salary of \$100,293 / year is acceptable when compared to a UAH Professor of ISE salary of \$147,811 (Dr. Zhu) with comparable experience. Labor expense: \$8,357.76

Undergraduate (2) Salary of \$2,600 / month is acceptable when compared to a UAH Undergraduate student with comparable experience. Labor expense: \$31,200

GRA . Salary of \$29,945 / year is acceptable when compared to a UAH Level III GRA salary with comparable experience. Labor expense: \$21,211.67.

BENEFITS

\$19,191.62

The fringe rate of 27.80% for faculty and 8% for students is determined to be fair and reasonable when compared to the rate used by UAH for proposal purposes (36%). Total proposed/approved cost for fringe benefit is \$19,191.62

GRA Fee Remission

\$10,710

OPERATING

Travel

\$1,442.01

FACILITIES & ADMINISTRATIVE COST

\$62,414.26

47% is acceptable when compared to UAH's on-campus rate of 48%

TOTAL

\$205,920.56

UAH accepts these costs to be fair and reasonable for this research effort.

Steve Parker
Assistant Director, OSP



October 25, 2022

Clemson University
Attn: Brittney Robertson Calwile
230 Kappa Street
Clemson, SC 29623-5702

Subject: **Authorization to Proceed under SUB2023-1582**

Dear Ms. Calwile:

Pending receipt and acceptance of a subcontract, you are authorized to proceed in accordance with the attached scope of work entitled:

“Advanced Laser Systems”

The effective date is October 25, 2022 at a level of liability not to exceed **\$10,000.** The period of performance for this authorization is October 25, 2022 and goes until the fully executed subcontract is in place unless otherwise extended or terminated. The Principal Investigator for this effort is Dr. Steve Messervy, Research Institute.

This *Authorization to Proceed* is based on a firm-fixed-price fully executed Subcontract between Clemson University and The University of Alabama in Huntsville. If you accept the authorization to proceed, please sign below and email to Woodonna Deerman at deermaw@uah.edu.

If you have any questions please contact Woodonna Deerman, Contract Assistant III at (256) 824-2661 or Email: deermaw@uah.edu.

Sincerely,

Accept: Clemson University

Kenya S. Cole, MBA, CRA
Director, Sponsored Programs

Date

Example 30

October 24, 2020

Mr. Ron Smith Code
GP 24R
NASA/Marshall Space Flight Center

Ref: NASS-38609, D.O. 181 "Development of Software to Model ASAF-II Image Quality"

Dear Mr. Smith:

The University of Alabama in Huntsville is requesting consent to subcontract with Swales & Associates, Inc. under the above referenced delivery order. The information listed below is the required information according to the FAR 52.244-2.

1. The Statement of Work is provided as Attachment "A."
2. A Time and Materials subcontract will be issued.
3. Swales & Associates, Inc. Beltsville, MD. A Justification for Other Than Full and Open Competition is provided as Attachment "B."
4. The proposed subcontract price will not exceed \$100,000 and a Cost & Price analysis is provided as Attachment "C."
5. A Certificate of Current Cost or Pricing Data is not required below \$750,000.
6. The proposed subcontractor's certifications are provided as Attachment "D."
7. The proposed subcontractor's letter of support, budget, and resume are provided as Attachment "E."

If you have any questions, please call me at (256) 824-2654 or email at parkerjs@uah.edu. Sincerely,

Steve Parker
Assistant Director

Encl.

Example 31

A-133 Risk Assessment

| | | | |
|---|------------------------------|---------------------------|--|
| Subrecipient Name: | Date of Last A-133 Audit FY: | | |
| Address: | DUNS: | | |
| City, State, Zip | Federal ID: | CFDA: | |
| | | | |
| Issues or questioned cost related to this award? | | | |
| 1. Are multiple EINS covered by this report? | | | |
| 2. Are multiple DUNS covered by this report? | | | |
| 3. Type of auditor's report issued | | | |
| 4. Financial Statements | Yes | No | |
| a. Deficiency disclosed? | | | |
| b. Material weakness disclosed? | | | |
| c. Material noncompliance disclosed? | | | |
| 5. Federal Programs | Yes | No | |
| a. Low-risk auditee? | | | |
| b. Significant deficiency for any major programs? | | | |
| c. Material weakness for any major programs? | | | |
| d. Any know questioned costs reported? | | | |
| e. Any prior audit findings? | | | |
| 6. Corrective Action Plan included? | Yes | No | |
| 7. Request a copy of current A133 Report? | Yes | No If Yes date requested: | |
| 8. Additional review by C&G Accounting required? | Yes | No | |

Review Performed by: Kenya Cole, MBA, CRA, Director, Office of Sponsored Programs _____

Date of Review: _____ Date to C&G Accounting: _____

C&G Accounting Review completed: _____

Reviewed by: _____

Comments/Actions: _____

SUBRECIPIENT COMMITMENT FORM

Subrecipient Legal Name: _____

Subrecipient PI Name: _____

Address: _____ City: _____ State: _____

Address where research will be performed: _____ City: _____ State: _____

Proposal Title: _____

Performance Period Begin Date: _____ End Date: _____

UAH's PI Name: _____

Prime Sponsor: _____

SECTION A – Proposal Documents

The following documents are included in our proposal submission and covered by the certifications below (check as applicable):

- ☐ **STATEMENT OF WORK** (required)
- ☐ **BUDGET AND BUDGET JUSTIFICATION** (required) Total Amount Requested _____
- ☐ Small/Small Disadvantaged Business Subcontracting Plan, in agency-required format
- ☐ Biosketches of all Key Personnel, in agency-required format
- ☐ Other: _____
- ☐ Other: _____

SECTION B - Certifications

1. **Facilities and Administrative Rates** included in this proposal have been calculated based on:

- ☐ Our federally-negotiated F&A rates for this type of work, or a reduced F&A rate that we hereby agree to accept.
(If this box is checked, please attach a copy of your F&A rate agreement or provide a URL link to the agreement.)
- ☐ Other rates (please specify the basis on which the rate has been calculated in Section D Comments below)

2. **Fringe Benefit Rates** included in this proposal have been calculated based on:

- ☐ Rates consistent with or lower than our federally-negotiated rates
(If this box is checked, please attach a copy of your FB rate agreement or provide a URL link to the agreement.)
- ☐ Other rates (please specify the basis on which the rate has been calculated in Section D Comments below).

3. **Small Business Concern** ☐ Yes ☐ No

Subrecipient represents that it is a small business concern as defined in 13 CFR 124.1002.

If "Yes": Subrecipient represents that it is a:

- ☐ Small disadvantaged business as certified by the Small Business Administration
- ☐ Women-owned small business concern
- ☐ Veteran-owned small business concern
- ☐ Service-disabled veteran-owned small business concern
- ☐ HUBZone small business concern

4. **Cost Sharing** ☐ Yes ☐ No Amount: _____

Cost sharing amounts and justification should be included in the subrecipient's budget

5. **Human Subjects** ☐ Yes ☐ No Approval Date: _____

If "Yes": Copies of the IRB approval and approved "Informed Consent" form must be provided before any subaward will be issued. Please forward these documents to UAH's PI and UAH's Office of Sponsored Programs as soon as they become available. In accordance with UAH policy, UAH's IRB must conduct a secondary review of the subaward work and issue a companion approval before any subaward will be issued.

If "Yes": Have all key personnel involved completed Human Subjects Training? ☐ Yes ☐ No

6. **Animal Subjects** ☐ Yes ☐ No Approval Date: _____

If "Yes": A copy of the IACUC approval must be provided before any subaward will be issued. Please forward this document to UAH's PI and UAH's Office of Sponsored Programs as soon as it becomes available. In accordance with UAH policy, UAH's IACUC must conduct a secondary review of the subaward work and issue a companion approval before any subaward will be issued.

SUBRECIPIENT COMMITMENT FORM

7. Conflict of Interest

- ☐ Subrecipient Organization/Institution certifies that it has an active and enforced conflict of interest policy that is consistent with the provision of 42 CFR Part 50, Subpart F "Responsibility of Applicants for Promoting Objectivity in Research." Subrecipient also certifies that, to the best of its knowledge, (1) all financial disclosures have been made related to the activities that may be funded by or through a resulting agreement and required by its conflict of interest policy; and (2) all identified conflicts of interest have or will have been satisfactorily managed, reduced or eliminated in accordance with subrecipient's conflict of interest policy prior to the expenditure of any funds under any resultant agreement.
- ☐ Subrecipient does not have an active and/or enforced conflict of interest policy and agrees to abide by UAH's Policy on Financial Disclosures in Sponsored Projects, located online at <http://www.uah.edu/osp/conflict-of-interest>. Pursuant to the Policy, for projects funded by PHS agencies Subrecipient "Investigators" must complete the required disclosures at the time of proposal submission and complete training prior to the expenditures of any funds under any resultant agreement.

8. Debarment and Suspension

Is the PI or any other employee or student participating in this project debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs or activities? ☐ Yes ☐ No
(If "Yes", explain in Section D *Comments* below)

The Subrecipient certifies they: (answer all questions below)

- | | | |
|-------------------------------|-----------------------------------|---|
| <input type="checkbox"/> are | <input type="checkbox"/> are not | presently debarred, suspended, proposed for debarment, or declared ineligible for award of federal contracts |
| <input type="checkbox"/> are | <input type="checkbox"/> are not | presently indicted for, or otherwise criminally or civilly charged by a government entity |
| <input type="checkbox"/> have | <input type="checkbox"/> have not | within three (3) years preceding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract of subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property |
| <input type="checkbox"/> have | <input type="checkbox"/> have not | within three (3) years preceding this offer, had one or more contracts terminated for default by any federal agency |

9. Fiscal Responsibility (Check each box that applies):

The organization certifies that its financial system is in accordance with generally accepted account principles (GAAP) and:

- ☐ has the capability to identify, in its accounts, all Federal awards received and expended and the Federal programs under which they were received;
- ☐ maintains internal controls to assure that it is managing Federal awards in compliance with applicable laws, regulations and the provision of contracts or grants;
- ☐ complies with applicable laws and regulations;
- ☐ can prepare appropriate financial statements, including the schedule of expenditures of federal awards;
- ☐ there are no outstanding audit findings which would impact contract costs. If there are findings, submit a copy of the most recent report that describes the finding and steps to be taken to correct the finding.

SECTION C - Audit Status

10. Audit Status

- ☐ Subrecipient receives an annual audit in accordance with OMB Circular A-133.
Most recent fiscal year completed: FY _____
Were any audit findings reported? (If "Yes," explain in Section D, *Comments*, below.) ☐ Yes ☐ No

Please attach a complete copy of your most recent A-133 audit report or provide the URL link to a complete copy.

- ☐ Subrecipient DOES NOT receive an annual audit in accordance with OMB Circular A-133.
Subrecipient is a: ☐ Non-profit entity (under federal funding threshold)
☐ Foreign entity
☐ For profit entity
☐ Government entity

Please complete an A-133 COMPLIANCE CONFIRMATION UNDER OMB CIRCULAR A-133 (OSP Form SUB2013002). A limited scope audit may be required before a subaward will be issued.

SUBRECIPIENT COMMITMENT FORM

SECTION D - Comments

APPROVED FOR SUBRECIPIENT

The information, certifications and representations above have been read, signed and made by an authorized official of the Subrecipient named herein. The appropriate programmatic and administrative personnel involved in this application are aware of agency policy in regard to subawards and are prepared to establish the necessary inter-institutional agreements consistent with those policies. **Any work begun and/or expenses incurred prior to execution of a subaward agreement are at the Subrecipient's own risk.**

Signature of Subrecipient's Authorized Official

Legal Name of Subrecipient's Organization/Institution

Name and Title of Authorized Official

Address

Email

City, State, Zip

Phone

Federal Employer Identification Number (EIN)

Date

DUNS or DUNS+4 number

Subrecipient's Congressional District

Is Subrecipient owned or controlled by a parent entity? ☐ Yes ☐ No

If "Yes", please provide the following:

Parent Entity Legal Name: _____

Parent Entity Address, City, State, Zip: _____

Parent Entity Congressional District: _____

Parent Entity DUNS: _____

Parent Entity CAGE Code: _____

Parent Entity EIN: _____

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

| | | |
|--|---|---|
| Print or type. See Specific Instructions on page 3. | 1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) | |
| | 2 Business name/disregarded entity name, if different from above. | |
| | 3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____ | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i> |
| | 3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/> | |
| | 5 Address (number, street, and apt. or suite no.). See instructions. | Requester's name and address (optional) |
| | 6 City, state, and ZIP code | |
| | 7 List account number(s) here (optional) | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

| | | | | | | | | | | | |
|---------------------------------------|--|--|--|---|---|--|--|---|--|--|--|
| Social security number | | | | | | | | | | | |
| | | | | - | | | | - | | | |
| or | | | | | | | | | | | |
| Employer identification number | | | | | | | | | | | |
| | | | | | - | | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

| | | |
|------------------|--------------------------|------|
| Sign Here | Signature of U.S. person | Date |
|------------------|--------------------------|------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they