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| CONTRACT - FDP Subaward Agreement Cover PageVersion 2/2021 |  **Office of Sponsored Programs (OSP)**1737 West Polk Street (MC 672)304 Administrative Office BuildingChicago, IL 60612Phone: 312-996-2862Fax: 312-996-9598www.research.uic.edu |

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| 1. Subrecipient Name:
 | Subrecipient PI:      |
| Subrecipient Email:        | Phone:       |
| Federal Award Issue Date:       |  |
| 1. FAIN:
 | Federal Award #:       |
| CFDA #:       |  |
| CFDA Title:       |
| 1. Amount this action: $
 | Incrementally Estimated Total: $      |
| UIC Banner Index Code:       | Fund Code:       |
| 1. Are there sufficient funds in the banner account and banner line item number (15600) to meet this obligation? [ ] Yes [ ]  No If No, submit a completed [IPAS/OPAS form](http://research.uic.edu/wp-content/uploads/sites/232/2019/08/IPASFORM.doc) to Grants & Contracts with a copy to OSP.

*Note: You must print out and include the FZMRFND (Fund Maintenance) and FZIGITD (Grant Inception to Date) BANNER screens* |
| 1. Was this Subrecipient specifically named in the original Prime Award?

[ ]  Yes If “Yes”, attach a copy of the budget page wherein the Subrecipient and dollar amount is identified. [ ]  No If “No**”, please provide OSP with written authorization from the Prime Sponsor allowing UIC to obligate these funds to the Subrecipient. If unable to obtain written authorization** submit this document to purchasing for their bid process as explained in the [Office of Business and Financial Services (OBFS) Policies section 7.2](https://www.obfs.uillinois.edu/bfpp/section-7-purchasing/section-7-2). |
| 1. Effective Dates of this FDP Subaward Agreement:
 | through       |
| 1. Effective Dates of Sponsor Prime Award:
 | through       |
| 1. UIC PI:
 | Email:       | Phone:       |
| 1. UIC Contact:
 | Email:       | Phone:      |

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**INSTUCTIONS TO USERS (DELETE THIS SECTION BEFORE ISSUING):**

1. Users may elect to issue a subcontract or subaward under a federal contract based on their federal contract, institutional policies and other factors, such as the type of work performed by the sub. Select the appropriate nomenclature of Subaward/Subcontract and perform a find/replace to ensure consistency throughout.
2. Areas highlighted in yellow indicate decision points. The Federal Contract and/or institutional requirements may drive the inclusion or omission of the terms in yellow.
3. This is a sample agreement. Users have greater latitude to edit this document based on the prime contract and institutional preference. If references to federal agencies and regulations are omitted, this could be utilized to issue subawards under non-federal grants.

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| **Subcontract/Subaward Under a Federal Contract**No. \_\_\_\_\_\_\_\_\_\_\_\_\_ (“Subaward/Subcontract”)Under [Federal Awarding Agency] (“Federal Awarding Agency”) Federal Award /Contract No. \_\_\_\_\_\_\_\_\_\_\_ (“Federal Award”)This Agreement is entered into between the parties, the PTE and Subrecipient named below, for the performance of a portion of the Statement of Work originally awarded to the PTE. The parties agree to the following terms and conditions: |
| **PTE (**“PTE” or “Contractor”) | **Subrecipient** (“Subrecipient” or “Subcontractor”) |
| Name: The Board of Trustees of the University of Illinois | Name: |
| Address: 809 S. Marshfield Ave. MB 502, M/C 551 Chicago, Il 60612-4305 | Address: |
| DUNS: 098987217 | DUNS: |
| PTE Principal Investigator | Subrecipient Principal Investigator |
| **Subaward Period of Performance:** | **Subaward Value:** |
| Start: | End: | Amount Funded This Action: |
|  | Total Amount Obligated: |
|  |  |
| **Subaward Type:** [cost reimbursement, fixed price, etc.] |  |
| **Project Title:** |
| 1. **Subrecipient's Work:** Subrecipient shall supply all personnel, equipment, and materials necessary to accomplish the tasks set forth in Attachment 4, “Subrecipient Statement of Work and Reporting Requirements,” which is hereby made part of this Subaward.
2. *[for CR]***Limitation on Costs:** PTE is not liable for any cost in excess of the amount listed above as “Total Amount Obligated” without prior formal modification to this Subaward. Attachment 5, “Subrecipient's Budget,” is hereby made part of this Subaward.

*[for FP]***Limitation on Price:** PTE is not liable for any payment in excess of the amount in listed above as “Total Amount Obligated” without prior formal modification to this Subaward. Attachment 5, “Payment Schedule,” is hereby made part of this Subaward.1. *[for CR]***Payment:** Subrecipient shall invoice PTE not more often than monthly and not less frequently than quarterly for allowable costs incurred. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), Subaward number, and certification as to truth and accuracy of invoice. *Invoices that do not reference Subaward Number may be returned to Subrecipient.* Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's (Administrative or Financial) Contact as shown in Attachments 3A & 3B. All payments shall be considered provisional and subject to adjustment if adjustment is necessary as a result of an adverse audit finding against Subrecipient. PTE reserves the right to reject any invoice that does not comply with the terms of this Subaward. Subrecipient shall have the right to submit a correct invoice. A corrected invoice should be submitted as soon as possible, and no later than thirty (30) days following the end of the Period of Performance.

*[for FP]* **Payment:** Subrecipient shall invoice PTE in accordance with the Payment Schedule shown in Attachment 5. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include the milestone/deliverable completed and milestone payment amount, Subaward number, and certification as to truth and accuracy of invoice. *Invoices that do not reference Subaward Number may be returned to Subrecipient.* Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's (Administrative or Financial) Contact as shown in Attachments 3A & 3B. 1. **Incorporation of Terms and Conditions:** In the performance of this Subaward, all terms and conditions in Attachment 1-6 listed below in section 5 “Order of Precedence,” are hereby made part of this Subaward.
2. **Order of Precedence:** Any inconsistencies in this Subaward shall be resolved by giving precedence in the following order:
3. This Document and Attachment 1, “Representations and Certifications”;
4. Attachment 2, “General Terms and Conditions”;
5. Attachment 6, “Federal Contract Terms and Conditions”;
6. Attachment 4, “Subrecipient Statement of Work and Reporting Requirements”;
7. Attachment 5, (“Subrecipient’s Budget” *or “Payment Schedule”)*;
8. Other documents, exhibits, and Attachment 3
9. **Key Personnel:** Subrecipient Principal Investigator, and any other Subrecipient personnel identified in the Federal Award (“Key Personnel”), is considered essential to the work to be performed under this Subaward. Substitution or substantial reduction in commitment requiring prior approval of the Federal Awarding Agency of Subrecipient Key Personnel requires the prior written approval of PTE. In the event that Subrecipient desires to replace its Key Personnel, Subrecipient shall notify PTE in writing within \_\_\_\_\_\_ business days of the date of such replacement and shall propose substitute Key Personnel, identifying the proposed substitute in the notice. PTE shall notify Subrecipient within \_\_\_\_\_\_\_ business days after receipt of the final decision by the appropriate party (either the PTE or Federal Awarding Agency) either to continue the Subaward with the substitute Key Personnel or to terminate the Subaward.
10. **Entire Agreement:** This Subaward constitutes the entire agreement between the parties regarding the subject matter herein. Any modification to this Subaward shall be made in writing and must be signed by an authorized representative of each party.
 |
| **IN WITNESS WHEREOF,** duly authorized representative of the parties have entered into this Subaward as of the date of the last signature set forth below: |
| **PTE Signature** |  | **Subrecipient Signature** |
| **Name: Avijit Ghosh** |  | **Name:** |
| **Title: Comptroller** |  | **Title:** |
| **Date:** |  | **Date:** |

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| **Subaward Under a Federal Contract****Attachment 1****Representations and Certifications****Subaward No. \_\_\_\_\_\_\_\_\_\_\_\_\_** |

The following is incorporated into the Subaward by reference.

 **ANNUAL REPRESENTATIONS AND CERTIFICATIONS** (INSERT), FAR Clause 52.204-8, as modified by FAR 4.1202, including none of the sections at 52.204-8(c)(2) OR including 52.204-8(c)(2) [specify the section(s)]

**REPRESENTATIONS & CERTIFICATIONS,** FAR Subpart 4.12:

Subontractor shall complete electronic annual representations and certifications at <https://www.sam.gov> (System for Award Management, or SAM) (see FAR [4.1102](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/04.htm#P536_61948)). SAM includes all registrations and certifications previously found in CCR/FedReg, ORCA, and EPLS.

(1) Subrecipient shall update the representations and certifications submitted to SAM as necessary, but at least annually, to ensure they are kept current, accurate, and complete. The representations and certifications are effective until one year from date of submission or update to SAM.

(2) When any of the conditions in paragraph (b) of the clause at [52.219-28](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/52_215.htm#P1647_289528), Post-Award Small Business Program representation, apply, if Subrecipient represented that it was a small business prior to award of this Subaward, it must update the representations and certifications in SAM as directed by the clause. If Subrecipient represented that it was other than a small business prior to award of this Subaward, it may update the representations and certifications in SAM as directed by the clause, if its size status has changed since the date of award.

<https://www.sam.gov/SAM/>

Has Subrecipient’s Online Representations and Certifications been completed within the last year? \_\_\_\_ YES \_\_\_\_ NO

**CERTIFICATION OF INSTITUTIONAL POLICY ON FINANCIAL CONFLICTS OF INTEREST** (***This certification is applicable for all PHS funding, if not PHS funded, this section may be omitted)***

By signature of this Subaward, Subrecipient certifies that:

1. Subrecipient \_\_\_\_\_ has an up-to-date, written and enforced administrative process to identify and manage financial conflicts of interest with respect to all research projects for which funding is sought or received from a U.S. Public Health Service agency (PHS) that complies with 42 CFR Part 94; or \_\_\_\_\_ will comply with PTE’s financial conflicts of interest policy. (check one)
2. Subrecipient shall require Investigator compliance with this part’s requirements including those pertaining to disclosure of significant financial interests;
3. Subrecipient shall report any financial conflict of interest to Contractor’s Authorized Official, as identified on Attachment 3A, unless otherwise indicated. Any financial conflicts of interest identified shall subsequently be reported to PHS by Contractor.  Such report shall be made before expenditure of funds authorized in this Subaward and within forty-five (45) days of any subsequently identified financial conflict of interest;
4. Subrecipient agrees to make information available, promptly upon request, to the Contractor Authorized Official relating to any disclosure of financial interests by Subrecipient’s Principal Investigator, or other investigators identified on the project, related to this Subaward and Subrecipient’s review of, and response to, such disclosure, whether or not the disclosure resulted in Subrecipient’s determination of a financial conflict of interest; and
5. Subrecipient does and shall fully comply with the requirements of 45 CFR Part 94.

**Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.213 and 2 CFR 180)**

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.213 and 2 CFR 180.

**Additional certifications as required by the Federal Award:**

*List additional certifications here [Section K, for example]*

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| **Subaward Under a Federal Contract****Attachment 2****General Terms and Conditions****Subaward No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |

1. Independent Contractor. The Subrecipient is engaged as an independent contractor. Nothing in the Subaward is intended to, or shall be deemed to, constitute a partnership or joint venture between the parties. No party has the authority to bind any other party in contract or to incur any debts or obligations on behalf of any other party, and no party (including any employee or other representative of a party with responsibility for program matters) shall take any action that attempts or purports to bind any other party in such a manner, without the affected party’s prior written approval.
2. Publicity/Use of Name. Neither party shall use the name of the other party, or the name of any faculty member, employee, or student of the other party, in connection with any product, service, promotion, news release, or other publicity without the prior written permission of the other party and, if an individual’s name be concerned, of that individual. Notwithstanding the foregoing, the parties agree that each party may disclose factual information regarding the existence and purpose of the relationship that is the subject of this Subaward, including as required to satisfy applicable financial reporting obligations, without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.
3. Publication.

[*Some FAR clauses restrict publication rights. Drafter* ***must*** *ensure that the appropriate publication language is inserted here in the event the Prime Federal Award restricts publication but some educational institutions cannot accept publication restriction language.]*

Each Party shall have the right to publish and disseminate information derived from the performance of work under this Subaward. Subrecipient shall provide PTE with a copy of any such publication at least thirty (30) days prior to submission for publication in order to review for confidential information, material which would affect pending patents, and to forward to Federal Awarding Agency, if applicable. Qualification for authorship shall be in keeping with generally accepted academic standards.

1. Intellectual Property. [*Drafter* ***must*** *ensure that the appropriate intellectual property language and FAR references are inserted here in the event the Prime Federal Award references differ.]* The determination of rights in ownership and disposition of inventions resulting from the performance of the Statement of Work (“Subject Inventions”) and the administration of patents will be in accordance with [FAR 52.227-11, for example] and the terms of this Subaward. Subrecipient agrees to comply with regulations regarding inventions pursuant to [FAR 52.227-11]. Disposition of any copyrights or any copyrightable material created by Subrecipient in performance of the Statement of Work will be determined by the policy of the Subrecipient. Any copyrighted materials are subject to a royalty-free non-exclusive and irrevocable license to the PTE to meet its obligations under its Federal Award. Any copyrighted materials are subject to a royalty-free non-exclusive and irrevocable license to the Federal Awarding Agency to reproduce, publish or otherwise use the copyrighted material and to authorize others to do so for federal purposes. Subrecipient shall own the data it generates under this Subaward. Subrecipient shall grant to PTE the right to receive copies of such data and to use data created as provided in the Statement of Work [for the purpose of education and research and] to the extent required to meet PTE’s obligations under its Federal Award. Subrecipient acknowledges the rights of the Federal Awarding Agency to use such data.
2. Confidentiality. "Confidential Information" shall mean any business or proprietary information provided by one party to the other and clearly identified and marked as "Confidential" by the transmitting party at the time of disclosure. If such transmittal occurs orally, the transmitting party will within thirty (30) days reduce such transmittal to written form, mark and identify it as confidential, and provide such record to the other party.

 In the event that a party discloses Confidential Information to the other during the Project, the receiving party agrees to disclose the Confidential Information only on a need-to-know basis to its employees, directors or other advisors or representatives who are subject to confidentiality obligations, to use the Confidential Information only for the purposes contemplated by this Subaward and to use reasonable efforts to prevent its disclosure to third parties.

 However, the receiving party may disclose the Confidential Information if such information (i) was already in the public domain or becomes publicly available through no wrongful act of receiving party, (ii) was previously known or developed by the receiving party without any violation of existing confidentiality obligations, or was known by receiving party prior to disclosure by disclosing party, as evidenced by tangible records; (iii) is disclosed to the receiving party by an independent third party who, to the best of the receiving party’s knowledge, is not under an obligation of confidentiality for such information to the disclosing party(iv) is independently developed or discovered by receiving party without use of disclosing party’s Confidential Information, as evidenced by tangible records; or (v) was required to be disclosed by operation of law.

 The parties agree that each party retains ownership of the Confidential Information it provides to the other. The receiving party shall promptly return the disclosing party’s Confidential Information upon request. The obligations of this clause shall survive for a period of three (3) years following termination of this Subaward. Notwithstanding the forgoing, the parties agree that any personally identifiable health information shall be considered confidential.

1. Export Controls. ***Option 1 (for use with fundamental research):*** The PTE and the Subrecipient agree that the Subrecipient’s scope of work is considered to be fundamental research. The Parties acknowledge and understand while export controlled information is not anticipated under the subaward that the PTE and/or Subrecipient may be subject to United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities (collectively, “Technology” and “Items”), and that its obligations hereunder are contingent on compliance with applicable U.S. export laws and regulations (including the Arms Export Control Act, as amended, and the Export Administration Act of 1979). The transfer of any such Technology and Items and the entering into and provision of such Transactions and Services, as defined by the regulations, that are subject to restrictions may require a license or authorization from the cognizant agency of the United States Government, and/or may require written assurances by the receiving party that it shall not re-export such Technology and Items to certain foreign destinations and/or to certain recipients without prior approval of the cognizant government agency, and/or may require that the involved individuals and entities will comply with conditions on Transactions and Services. While PTE and/or Subrecipient agrees to cooperate in securing any license which the cognizant agency deems necessary in connection with this Subaward, PTE and/or Subrecipient cannot guarantee that such licenses will be granted.

***Option 2 (not for use with fundamental research):*** The parties understand that the export of goods and/or technical data from the United States may require some form of export control license from the U.S. Government in accordance with Export Administration Regulations, Title 15 CFR, sections 730-774. The parties agree that they will not disclose, export or re-export any materials or technical data received under this Subaward to any countries for which the U.S. Government requires an export license unless it has obtained prior written authorization first from the cognizant government agency or other authority responsible for such matters. The parties further agree that in the event that export license is required, the party requiring such a license shall be responsible for the cost of obtaining such license.

1. Classified Research. The parties agree there will be no classified research performed under this Subaward
2. Limitation of Liability/Responsibility. As between the parties, each party acknowledges that it will, to the extent authorized by relevant law, be responsible for claims or damages to the other party to the extent they result from the negligence or breach of contract of its employees or agents.
3. Insurance. Subrecipient represents that it carries sufficient insurance coverage to comply with the applicable requirements of federal, state and local laws as well as its obligations under this Subaward.

10. Termination and Stop Work Order. Either party shall have the right to terminate this Subaward with \_\_\_\_\_\_ days’ written notice to the other party for any reason. In the event that Federal Awarding Agency terminates the Federal Award, PTE shall terminate this Subaward in accordance with the terms of the Federal Award. Upon termination, Subrecipient shall be reimbursed for allowable costs and non-cancelable obligations incurred prior to the date of termination and shall furnish all necessary data, deliverables, and final reports, in accordance with Attachment[s] 4 [and 5], on the research completed or in progress through the date of termination. In the event of a Stop Work Order issued by the Federal Awarding Agency, Subrecipient shall immediately comply upon receiving such notice by the PTE.

11. Closeout. Along with any other reports or deliverables required hereunder, Subrecipient shall submit its final invoice and any requested release and assignment forms to PTE within \_\_ calendar days following completion of the period of performance of this Subaward. In the event that quick closeout is requested by PTE, Subrecipient shall comply with FAR Part 42.708 to complete Subaward closeout. Payment of the final invoice will be withheld pending:

• Completion, submission, and acceptance by PTE of all work performed under the Statement of Work;

• Completion by Subrecipient of any requested release forms, including patent/invention report, and property report; and

• Clear, visible, and proper marking of “final invoice” on the actual final invoice.

12. HIPAA/PHI. There \_\_\_\_ will \_\_\_\_ will not be personal health information (PHI) or personally identifiable information (PII) involved in this project. (If yes, need to include data management clause)

13. Audit.

**Option 1**: ***[for {domestic} non-profit entities]*** Subrecipient assures PTE that it complies with Single Audit requirements under 2 CFR 200 (“Uniform Guidance”), Subpart F and that it will notify PTE of completion of required audits and of any adverse findings which impact this subaward. For a period of three (3) years after date of receipt of final payment, PTE, Federal Awarding Agency or an authorized representative shall have the right to audit, at its own expense and upon reasonable notice at a mutually agreeable time, all financial books, accounts, and records of funds received and costs and commitments incurred under this Subaward. If any audit reveals a material discrepancy or error in reporting, Subrecipient will reimburse PTE upon request for the disallowed costs and expenses associated with such audit.

**Option 2:** ***[for for-profit organizations {or foreign entities}]*** The requirements for non-Federal audits of non-U.S. entities and for-profit organizations are specified in [INSERT PER PRIME CONTRACT, i.e. 52.215-2). A non-U.S. entity or for-profit organization is required to have a non-Federal audit if, during its fiscal year, it expended a total of USD $750,000 or more under one or more federal award (as a direct grantee and/or under a consortium participant). 45 CFR part 75.501(h) [or insert other applicable agency implementation ] incorporates the thresholds and deadlines of the Single Audit requirements of Uniform Guidance but provides foreign entities and for-profit organizations two options regarding the type of audit that will satisfy the audit requirements. Subrecipient either may have (1) a financial-related audit (as defined in, and in accordance with, the Government Auditing Standards (commonly known as the "Yellow Book"), GPO stock 020-000-00-265-4, of a particular award in accordance with Government Auditing Standards, in those cases where the Subrecipient receives awards under only one federal program, or (2) an audit that meets the requirements of the Single Audit requirements of Uniform Guidance. On an annual basis, the Subrecipient shall provide a copy of any research-related audits to the PTE for review.

14. Disputes. The parties shall make good faith efforts to attempt to resolve all disputes through informal means. Each party agrees that, prior to resorting to litigation to resolve any dispute, it will confer with the other party to determine whether other procedures that are less expensive or less time-consuming can be adopted to resolve the dispute.

15. Anti-kickback. Subrecipient represents that no part of the total Subaward amount provided herein shall be paid directly or indirectly to any officer or employee of PTE or Federal Awarding Agency as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to Subrecipient in connection with any work contemplated or performed relative to this Subaward.

16. Human/Animal Subjects.

**Option 1:** No use of human or animal subjects is authorized as part of this Subaward.

**Option 2 [if human and/or animal subjects are included]**: Subrecipient agrees that any non-exempt human and/or vertebrate animal research protocol conducted under this Subaward shall be reviewed and approved by its Institutional Review Board (IRB) and/or its Institutional Animal Care and Use Committee (IACUC), as applicable and that it will maintain current and duly approved research protocols for all periods of the Subaward involving human and/or vertebrate animal research. Subrecipient certifies that any submitted IIRB / IACUC approval represents a valid, approved protocol that is entirely consistent with the research associated with this Subaward. In no event shall Subrecipient invoice or be reimbursed for any human or vertebrate animals related expenses incurred in a period where any applicable IRB / IACUC approval is not properly in place.

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| **Subaward Under a Federal Contract****Attachment 3A****Subcontract No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***[use FDP subaward Attachment 3A PDF]* |

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| **Subaward Under a Federal Contract****Attachment 3B****Subcontract No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***[use FDP subaward Attachment 3B PDF]* |

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| **Subaward Under a Federal Contract****Attachment 3B, Page 2****Place of Performance & Highest Compensated Officers****Subcontract No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***[use FDP subaward Attachment 3B PDF]* |

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| **Subaward Under a Federal Contract****Attachment 4** **Subcontractor Reporting Requirements****Subcontract No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |

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| **Subaward Under a Federal Contract****Attachment 5** **Subcontractor Statement of Work and Budget** **Subcontract No. \_\_\_\_\_\_\_\_\_\_\_***[for cost reimbursement subcontracts]* |

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| **Subaward Under a Federal Contract****Attachment 5****Payment Schedule****Subcontract No. \_\_\_\_\_\_\_\_\_\_\_***[for fixed price subcontracts]* |

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| **Subaward Under a Federal Contract****Attachment 6****Federal Contract Terms and Conditions****Subcontract No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |

*All applicable Federal Award terms and conditions, including FAR and Supplement clauses, as applicable to the type of organization, should be attached here. Typically this would include applicable clauses from Section H and Section I of your federal prime contract.*

Subcontractor is subject to the terms and conditions included below. Where appropriate, the following modifications are made to the specific terms herein:

Wherever the terms "Government" or "Federal Awarding Agency" are used, "Contractor" shall be substituted. Wherever the terms "Contracting Officer" are used, “Contractor Authorized Official” shall be substituted. Wherever the terms "CTO" or "COTR" are used, the "PTE Principal Investigator" shall be substituted. Wherever the word "Contract" is used, the word "Subaward" shall be substituted. Wherever the word "Contractor" is used, the word "Subcontractor" shall be substituted. Such substitutions shall not be made in clauses addressing intellectual property, such as 52.227-14, or where it is clear, by the context of the provision itself or the conditions under which it is being applied, that the reference is intended to refer to the Government, its officers or agents, or the Prime Contractor specifically. References in any provision incorporated by reference herein to the “Disputes” clause shall be construed as references to the “Disputes” provision contained elsewhere in this Subaward. No provision herein shall be taken to imply any direct access on the part of the Subcontractor to the Disputes process as defined in the terms of the Federal Award.