Subaward Agreement

**Prime Awardee Babson College Subawardee**

Institution/Organization Institution/Organization (“Collaborator”)

Babson College

**Name:** Babson College **Name:**

**Address:** Corporate, Foundation & Gov't Relations **Address:**

Babson Park, MA 02457-0310

**Prime Award No.:** **Subaward No.:**

**Awarding Agency:**

**Subaward Performance Period:**

**Project Title: Amount Funded this Action: $**

**Terms and Conditions**

1. Babson College hereby awards a cost reimbursable subaward, as described above to Collaborator. The statement of work and budget for this subaward are appended as Attachments 1 and 2 respectively. In its performance of subaward work, Collaborator shall be an independent entity and shall not be considered in any way an employee or agent of Babson College.
2. Babson College shall reimburse Collaborator not more often than monthly for allowable costs. All invoices shall be submitted using Collaborator's standard invoice, but at a minimum shall include current and cumulative costs, subaward number, and certification as to truth and accuracy of invoice. Invoices that do not reference Babson College's subaward number shall be returned to Collaborator. Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Financial Contact.
3. A final statement of costs incurred, marked "FINAL" must be submitted to Babson College's Financial Contact NOT LATER THAN sixty (60) days after subaward end date. The final statement of costs shall constitute Collaborator's final financial report, and payment by Babson College under such final statement shall be considered payment in full.
4. All payments shall be considered provisional and subject to adjustment in the event adjustment is necessary as a result of an adverse audit finding against the Collaborator. Collaborator agrees to permit Babson College, its agents, and/or federal auditor(s)/official(s) to have access to its records and financial records as may be necessary.
5. Matters concerning the technical performance of this subaward should be directed to the appropriate party’s Project Director. Deliverables and reports are required as shown above, Reporting Requirements.”
6. Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in the Subaward Agreement must be directed to the appropriate party's Administrative Contact. Any such changes made to this Subaward Agreement require the written approval of each party's Authorized Official.
7. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors to the extent allowed by law.
8. This Subaward Agreement may be terminated by written notice from Babson College to the Collaborator. Babson College shall pay Collaborator for all allowable, non-cancelable obligations in the event of termination by Babson College.
9. Neither party to this Subaward shall use the name of the other party in any publicity or advertising without the advance written approval of the other party.
10. All Amendments to this Subaward Agreement shall be made in writing and shall be executed by both parties.
11. The Subaward Agreement is subject to the terms and conditions of the Prime Award and other special terms and conditions, as identified in this Subaward Agreement.
12. By signing below Collaborator makes the certifications and assurances as follow (as applicable):

* 1. Certification Regarding Lobbying (Section 1352, Title 31, U.S. Code);
  2. Debarment, Suspension, and Other Responsibility Matters (DHHS Code of Federal Regulations Title 45 CFR Part 76) <http://www.access.gpo.gov/nara/cfr/waisidx_01/45cfr76_01.html>.
  3. Collaborator certifies that it has in effect a written and enforced administrative process to identify and manage, reduce, or eliminate conflicting interests with respect to all research projects for which funding is sought from the Public Health Service. Prior to the expenditure of any funds under this subaward, the Collaborator will report to Babson College the existence of any conflicting interest found by the Collaborator and will assure that the interest has been managed, reduced, or eliminated. The collaborator agrees to comply with all provisions of 42 CFR 50.604 [http://www.nsf.gov:80/bfa/cDo/lmm9 5 / ch5](http://www.nsf.gov:80/bfa/cDo/lmm9%205%20/%20ch5).htm#ch5 -6

1. The following General Terms and Conditions are hereby incorporated (as applicable):   
   1. NSF Grants Policy Manual, including addenda in effect as of the beginning of the period of performance of this Subaward Agreement. All expanded authorities, except the authority to grant no-cost extensions, are incorporated into this Subaward. http://www.nsf.gov/publications/pub\_summ.jsp?ods\_key=gpm

b. OMB Circulars A-21, 110, and 133. <http://www.whitehouse.gov/omb/circulars/index.html>.

* 1. Rights to patents and inventions shall be determined in accordance with 37 CFR 401. <http://www.access.gpo.gov/nara/cfr/waisidx_01/37cfr401_01.html>
  2. All prior approval requests and all understandings or agreements pertaining to the conduct of the work shall be directed to Babson College and not to the awarding agency.

1. Special Terms and Conditions: None

By an Authorized Official of Babson College: By an Authorized Official of Collaborator:

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Signature Date Signature Date

Name: Wendy Silverman Name:

Title: Director, Corporate, Foundation & Gov't Relations Title:

cc: Richard Bowman, Controller, Babson College

Philip Smith, Sr. Budget Analyst, Babson College