

Attachment 2
Research Subaward Agreement
Prime Award Terms and Conditions
AMRMC

Certifications/Assurances

1. By signing this Research Subaward Agreement Subrecipient makes the certifications and assurances specified in the Research Terms and Conditions Appendix C found at <http://www.nsf.gov/bfa/dias/policy/rtc/appc.pdf>.

General terms and conditions:

1. Research Terms and Conditions found at < <http://www.nsf.gov/bfa/dias/policy/rtc/terms.pdf>> and Agency Specific Requirements found at http://www.nsf.gov/pubs/policydocs/rtc/amrmc_708.pdf , except for the following:
 - a. The right to initiate an automatic one-time extension of the end date provided by Article 25(c)(2) is replaced by the need to obtain prior written approval from the Prime Recipient;
 - b. The payment mechanism described in Article 22 and the financial reporting requirements in Article 52 of the Research Terms and Conditions and Article 9 of the Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this agreement; and
 - c. Any prior approvals are to be sought from the Prime Recipient and not the Federal Awarding Agency.
2. Title to equipment costing \$5,000 or more that is purchased or fabricated with research funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall unconditionally vest in the Subrecipient upon acquisition without further obligation to the Federal Awarding Agency subject to the conditions specified in Article 34(a) of the Research Terms and Conditions

Special terms and conditions: [Institutions may include the following optional clauses.]

1. Copyrights

Subrecipient ___ grants / ___ shall grant (check one) to Prime Recipient an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward Agreement solely for the purpose of and only to the extent required to meet Prime Recipient's obligations to the Federal Government under its Prime Award.

2. Data Rights

Subrecipient grants to Prime Recipient the right to use data created in the performance of this Subaward Agreement solely for the purpose of and only to the extent required to meet Prime Recipient's obligations to the Federal Government under its Prime Award.

[Do not add a Patent or Inventions Clause. The prime award governs rights to patents and inventions. Prime Recipient cannot obtain rights in the Subrecipients's subject inventions as a part of consideration for the subaward. Should it be necessary, the Federal Government can authorize the Prime Recipient's right to practice a Subrecipients's subject invention (as well as subject data or copyrights) on behalf of the Federal Government.]

3. Automatic Carry Forward: Yes No

(If No, Carry Forward requests must be sent to Prime Recipient's _____, as shown in Attachment 3).