

Subaward Agreement

07000106

Prime Awardee

Institution/Organization ("University")

Name: Boston College
Address: Office for Sponsored Programs
140 Commonwealth Ave.
Chestnut Hill, MA 02467

Prime Award No. ATM-0521487

Awarding Agency: National Science Foundation

Subaward Period of Performance: 01/30/2010-07/31/2010

Project Title: Development of the First Distributed
Observatory Dedicated to Studies of the
Low Latitude Ionosphere and Atmosphere

Subawardee

Institution/Organization ("Collaborator")

Name: Instituto Geofísico del Peru
Address: Calle Badajoz # 169
Urb. Mayorazgo IV Etapa
Ate, Vitarte, Lima
Peru

Subaward No. 761-2010

Purchase Order No.

CFDA No.

Amount Funded This Action: \$5000

Total Anticipated amount of subcontract
\$19992.

Terms and Conditions

1. University hereby awards a cost reimbursable Subaward, as described above to Collaborator. The Statement of Work and Budget for this Subaward Agreement are appended as Attachments 2 and 3 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 University.
2. University 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 No., and certification as to truth and accuracy of invoice. *Invoices that do not reference University'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, as shown in Attachment 1.
3. A final statement of costs incurred, marked "FINAL" must be submitted to University'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 University 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 University, 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, as shown in Attachment 1. Technical reports are required at the request of the University's Project Director.
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, as shown in Attachment 1. Any such changes made to this Subaward Agreement require the written approval of each party's Authorized Official, as shown in Attachment 1.
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 University to the Collaborator. University shall pay Collaborator for all allowable, non-cancelable obligations in the event of termination by University.
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:

- a. Drug-Free Work Place Certification contained in Exhibit II-3 of the GPG 10-1;
- b. Debarment and Suspension Certification contained in Exhibit II-4 of the GPG 10-1;
- c. Certification Regarding Lobbying (Section 1352, Title 31, U.S. Code) contained in Exhibit II-5 of the GPG 10-1
- d. Nondiscrimination Certification contained in Exhibit II-6 of the NSF GPG 10-1
- e. Certification regarding Flood Hazard Insurance contained in 42 USC 4012a and 4106
- f. Certification regarding Responsible Conduct of Research (RCR) contained in the AAG Chapter IV B
- g. 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 National Science Foundation. Prior to the expenditure of any funds under this subaward, the Collaborator will report to the University 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 and Exhibit II-2 of the GPG 10-1.

In addition, if Collaborator employs more than fifty person, the authorized Collaborator official certifies by signing this Subaward that Collaborator has implemented a written and enforced conflict of interest policy that is consistent with the provisions of the Exhibit II-2 of the NSF GPG10-1 and the AAG Chapter IV. A. Conflicts which cannot be satisfactorily managed, reduced or eliminated must be disclosed, via University's Authorized Official, to NSF.

13. The following General Terms and Conditions are hereby incorporated:

- a. the Research Terms and Conditions (RTC, dated July 2008) and the NSF RTC Agency Specific Requirements (dated January 2009) available at <http://www.nsf.gov/awards/managing/rte.jsp>
- b. NSF Proposal and Award Policies and Procedures Guide, including addenda in effect as of the beginning of the period of performance of this Subaward Agreement, are incorporated into this Subaward. The full version can be found at <http://www.nsf.gov/pubs/policydoc/pappguide/NSF10-1>
- c. OMB Circulars A-21, 110, and 133. <http://www.whitehouse.gov/omb/circulars/index.html>. For Nonprofit Organizations the cost principles are contained in OMB Circular A-122. For hospitals, the cost principles are contained in 45 CFR Part 74, Appendix E. For Profits the cost principles can be found in the Federal Acquisition Regulations (FAR) Part 31
- d. Rights to patents and inventions shall be determined in accordance with 37 CFR 401. http://www.access.gpo.gov/nara/cfr/waisidx_04/37cfr401_04.html
- e. All prior approval requests and all understandings or agreements pertaining to the conduct of the work shall be directed the University and not to the federal awarding agency.

14. Special Terms and Conditions: Note to Users -

☒ None ☐ ~~XXXXXXXXXX~~

By an Authorized Official of University:

Name Joanne Scibilia Date 7/13/2010
 Title Director, Office for Sponsored Programs

By an Authorized Official of Collaborator:

Name Ronald Woodman Date 2/21/2011
 Title Presidente Ejecutivo

