


APPENDIX A

 <p>The logo for the IRIS Consortium. It features the word "the" in a small, grey, sans-serif font above a stylized grey seismic waveform. Below the waveform, the word "IRIS" is written in a large, bold, blue, serif font. Underneath "IRIS", the word "CONSORTIUM" is written in a smaller, grey, sans-serif font.</p>	<p><b>Incorporated Research Institutions for Seismology (IRIS) 1200 New York Avenue, NW Suite 800 Washington, DC 20005</b></p>
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**SUBAWARD NUMBER: TBD**

**Collaborating Organization:** TBD  
Address

**Project Title:** IRIS Data Management System Data  
Product Development

**Principal Investigator(s):**

**Effective Date:**

**Expiration Date:**

**Projected Total Award Funding:**

**Funds Obligated to Date:**

This subaward is awarded under Cooperative Agreement No. EAR-0733069  
issued by the National Science Foundation under CFDA No. 47.050

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- B Reporting Requirements
- C Certifications
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**SUBAWARD AGREEMENT**

This Subaward Agreement (the “Agreement”) is entered into by and between the **Incorporated Research Institutions for Seismology** (“IRIS”), and **Subawardee** (“Awardee”).

WHEREAS, IRIS has been awarded funds by the National Science Foundation (“NSF”) pursuant to the terms of Cooperative Agreement No. EAR-0733069 (the “Cooperative Agreement”) to operate, maintain, and manage the USArray component of EarthScope; and

WHEREAS, Awardee desires to enter into this Agreement with IRIS to furnish certain services or supplies, or both, to IRIS under the Cooperative Agreement;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

**1. Work to be Performed by Awardee.**

Awardee shall provide the necessary personnel, facilities, and supplies to carry out its proposal entitled “**Proposal Title**” (the “Work Proposal”), which is attached hereto as Exhibit A.

**2. Term of Agreement.**

This Agreement is effective **Start Date** and expires **End Date**.

**3. Awardee’s Key Personnel.**

Awardee’s employees whose names appear below are Principal Investigators approved by IRIS as persons of abilities and qualifications necessary for the successful performance of this Agreement. Should any listed Principal Investigator sever his or her connection with the Awardee or otherwise relinquish active direction of the project, the Awardee shall notify IRIS and initiate action appropriate to the situation. Whenever any of the Principal Investigators is unavailable for assignment or performance of the work described in the Work Proposal, Awardee shall nominate a substitute of the same or equal qualifications for approval by IRIS.

**Name of PI**

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### 4. Consideration.

- (a) Projected Maximum Value of Agreement. The projected maximum value of this cost reimbursement Agreement shall not exceed \$ \_\_\_\_\_.
- (b) Funds Obligated to Date. Total amount of funds obligated to date and total payment by IRIS to Awardee shall not exceed \$ \_\_\_\_\_. Upon submission and approval of an Annual Progress Report/Plan as described in Exhibit B, additional funds may be obligated.
- (c) Allowable Costs and Fees. Allowable costs and fees eligible for reimbursement to Awardee for performance of this Agreement shall be determined in accordance with
- 1) Awardee's approved budget
  - 2) The terms of this Agreement
  - 3) Applicable Federal Cost Principles
- (d) Billing. Awardee shall submit an original and one copy of each certified invoice to IRIS on a monthly basis. Failure to provide a monthly invoice in a timely manner during the term of this Agreement may result in payment being deferred.

The certified invoice shall include the following:

- 1) Invoice date;
- 2) Numerical sequence of the invoice number;
- 3) Reference to the Subaward Number of this Agreement;
- 4) The period of expenditure;
- 5) Expenses by cost categories as outlined in the proposal budget, to include current month expenses, cumulative costs-to-date and remaining balances;
- 6) Copies of invoices for any equipment purchased in excess of \$5,000 per unit cost;
- 7) Addressed to:

IRIS  
Attn: Accounts Payable  
1200 New York Avenue, N.W.  
Suite 800  
Washington, DC 20005

- (e) Final Invoice. A final invoice shall be designated as "Final" and shall be submitted to IRIS within sixty (60) days after the termination of this Agreement. Awardee hereby acknowledges and understands that IRIS shall no longer be obligated to reimburse Awardee for any expenses invoiced to IRIS following the sixty (60) day period after the termination of this Agreement.

### 5. Reports.

Awardee shall provide IRIS with all required reports as indicated in Exhibit B, "Reporting Requirements", along with any additional reports or information requested by IRIS. Failure to submit timely reports may result in administrative action, including disallowance of costs or the suspension or termination of the award.

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### **6. Closeout Procedures.**

No later than sixty (60) days after termination of this Agreement, Awardee shall submit the final report as described in Exhibit B and the Subrecipient Release of Claims and Certification, Exhibit D to the IRIS Sponsored Projects Office. The final invoice referenced in Article 4(e) herein shall be submitted to IRIS Accounts Payable. Submission of these documents shall fulfill the reporting requirements of IRIS.

### **7. Budget Line-Item Redistributions.**

Project expenditures should follow Awardee's proposal budgets, as approved by IRIS. The Awardee shall obtain IRIS's approval for changes of more than 10 percent or \$25,000, whichever is greater, in the approved Work Proposal budget categories, to the extent applicable, of Senior and Other Personnel, Permanent Equipment, Travel, Participant Support Costs, and Other Direct Costs.

### **8. Title to Equipment.**

Title to all equipment (tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit) purchased and/or fabricated with funds under this Agreement shall pass directly to the U.S. Government from the vendor. The Awardee shall be responsible for control over such equipment in accordance with 2 CFR Part 215, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations," as revised November 19, 1993, and amended September 30, 1999, until such time as it is delivered to an agent of the U.S. Government. Upon expiration or termination of this Agreement, disposition of the equipment will be determined by IRIS in consultation with NSF and the Awardee.

### **9. Historic Preservation.**

Awardee shall use the following procedures while performing permitted activities on Federal or Tribal Lands, including all leases and permits under this Agreement.

- (a) In the event that human remains, burials, funerary items, sacred objects, or objects of cultural patrimony are found, the Awardee shall cease work immediately within 200 ft. of the find. The Awardee shall then take steps to protect the find from further damage or disruption. Awardee shall contact an appropriate IRIS Representative to report the find. No further work shall be allowed at this site until authorized by an IRIS Representative.
- (b) In the event that prehistoric artifacts (i.e., arrowheads, spear points, mortars, pestles, other ground stone stools, knives, scrapers, or flakes from the manufacture of tools, fire pits, peeled trees, etc.) or historic-period artifacts or features (i.e., fragments of old plates or ceramic vessels, weathered glass, dumps of old cans, cabins, root cellars, etc.) are found, the Awardee shall cease work immediately within 200 ft. of the find. Awardee shall contact an appropriate IRIS Representative to report the find. No further work shall be allowed at the site until authorized by an IRIS Representative.

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### **10. Site Visits.**

IRIS, or any of its designees, has the right, at all reasonable times, to make site visits. Awardee shall provide all reasonable facilities and assistance for the safety and convenience of IRIS or its designees in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.

### **11. Audits.**

IRIS, the NSF, the Comptroller General of the United States, or any of their duly authorized representatives, each shall have access to any books, documents, papers and records of Awardee which are directly pertinent to the work to be performed under this Agreement for the purpose of making audits, examinations, excerpts and transcriptions.

The Awardee assumes sole responsibility for reimbursement to IRIS a sum of money equivalent to the amount of any expenditures disallowed should IRIS, the NSF, the Comptroller General of the United States, or any of their duly authorized representatives rule through audit exception or some other appropriate means, that expenditures from funds allocated to the Awardee for direct and/or indirect costs were not made in compliance with the applicable cost principles, NSF Cooperative Agreement Financial & Administrative Terms and Conditions (FATC), or the provisions of this Agreement.

### **12. NSF Cooperative Agreement Terms and Conditions Flowdown.**

Awardee acknowledges that this Agreement is federally funded, and that IRIS (and Awardee) as part of its obligation to the NSF, must comply with applicable rules relating to federal Cooperative Agreements, contracts and subcontracts, including but not limited to 2 CFR Part 215, NSF Cooperative Agreement Financial & Administrative Terms and Conditions (FATC), October 1, 2010, and NSF Supplemental Financial/Administrative Terms and Conditions – Large Facilities, January 4, 2010, except that the identities of the parties shall be appropriately modified to reflect the instant parties, shall be binding on the Awardee, and Awardee agrees to comply with all applicable provisions contained therein. On actions that require the prior approval of NSF, Awardee will submit a request to IRIS. IRIS shall forward Awardee's request to NSF for prior approval.

NSF's Cooperative Agreement Financial & Administrative Terms & Conditions (FATC), October 1, 2010 may be found online at:

[http://www.nsf.gov/pubs/gc1/cafatc\\_oct10.pdf?WT.mc\\_id=USNSF\\_179](http://www.nsf.gov/pubs/gc1/cafatc_oct10.pdf?WT.mc_id=USNSF_179)

NSF's Supplemental Financial/Administrative Terms and Conditions – Large Facilities, January 4, 2010 may be found online at:

[http://www.nsf.gov/pubs/gc1/cafatclf\\_jan10.pdf](http://www.nsf.gov/pubs/gc1/cafatclf_jan10.pdf)

IRIS will furnish a hardcopy upon request.

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### **13. Acknowledgement of Support and Disclaimer.**

Awardee shall not advertise or otherwise make public the fact that it is providing or has provided services and goods to IRIS and agrees not to issue any press release or other public statement concerning this Agreement without first consulting with and obtaining the prior written approval of IRIS.

Awardee agrees to include a disclaimer and an acknowledgement of IRIS/NSF support in any publication of any material, whether copyrighted or not, based on or developed under this Agreement as follows:

***“This material is based upon work supported by the Incorporated Research Institutions for Seismology under their Cooperative Agreement No. EAR-0733069 with the National Science Foundation.”***

Awardee is responsible for assuring that every publication of material (including World Wide Web pages) based on or developed under this award, except scientific articles or papers appearing in scientific, technical or professional journals, contains the following disclaimer:

***“Any opinions, finding, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Incorporated Research Institutions for Seismology or the National Science Foundation.”***

### **14. Assignment.**

This Agreement may not be assigned in whole or in part without the prior written consent of IRIS. In the event the National Science Foundation transfers management of USArray operations to a third party, IRIS reserves the right to assign this Agreement to such third party.

### **15. Termination.**

This Agreement may be terminated by IRIS upon thirty (30) days written notice to Awardee, except that the termination of the Cooperative Agreement concurrently terminates this Agreement with the same date, unless assigned to a third party as described in Article 14.

Upon notice of termination, the Awardee shall immediately stop all work under this Agreement. Within thirty (30) days of such notice of termination, the Awardee shall provide IRIS with a summary of progress under this Agreement and an itemized accounting of costs incurred prior to termination. The Awardee shall be reimbursed for allowable expenses incurred to the effective date of such termination, including obligations, which cannot be cancelled, and reasonable closeout costs.

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### **16. Indemnification.**

Neither IRIS nor NSF shall accept or assume any liability for, including but not limited to, accidents, injuries, illnesses or claims arising out of or related to Awardee's performance under this Agreement. Awardee represents and warrants that it is adequately insured for all foreseeable risks relating to its performance of this Agreement, and has provided or shall promptly deliver a certificate of insurance to the IRIS Sponsored Projects Office. Awardee agrees to indemnify, defend and hold IRIS and NSF, and the directors, officers and employees of IRIS and NSF, respectively, harmless from and against any and all claims, demands, suits, actions at law or in equity, or other losses damages, costs, expenses or liability of any kind (including attorneys' fees) resulting from (1) any breach of the warranties or representations made by the Awardee herein, (2) bodily injury to or death of a person, (3) loss or destruction to any real or personal property, resulting directly or indirectly from the performance or non-performance of Awardee's duties hereunder or by reason of breach of non-performance of Awardee's duties arising out of or relating to Awardee's acts or omissions in its performance of this Agreement.

### **17. Disputes; Waiver of Trial by Jury.**

THE PARTIES AGREE TO WAIVE ALL RIGHTS TO TRIAL BY JURY. In the event of any dispute or disagreement relating to or arising out of this Agreement or its performance, the aggrieved party shall notify the other party and provide a detailed description of the alleged problem. The parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable amount of time, the parties shall waive all rights to trial by jury and submit all such claims before a judge of a court having jurisdiction without a jury.

### **18. Waiver.**

A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

### **19. Governing Law.**

This Agreement shall be governed, interpreted and enforced according to the federal law governing Government cooperative agreements, Government contracts and subcontracts there under, to the extent applicable, and shall otherwise be interpreted and enforced according to the laws of the District of Columbia, without regard to the principles of conflicts of law.

### **20. Other Representations, Warranties, Covenants and Conditions.**

Awardee personnel must comply at all times with all applicable federal, state, and local safety regulations, and Awardee must comply at all times with applicable laws and regulations regulating the employment of persons who are not U.S. Citizens.



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Awardee certifies and agrees that it is in compliance with and will comply with the requirements of the federal statutes, rules, regulations and orders below.

- Executive Order 11246, "Equal Employment Opportunity," as amended (<http://www.dol.gov/esa/regs/statutes/ofccp/eo11246.htm>), and as supplemented by regulations at 41 CFR chapter 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- If the Agreement relates to construction or repair exceeding \$2,000, the Copeland Anti-Kickback Act (18 U.S.C. 874), as supplemented by Department of Labor regulations 29 CFR Part 3. Awardee will promptly report any suspected or reported violations.
- When required by Federal program legislation, for construction contracts in excess of \$2,000, the Davis-Bacon Act (40 U.S.C. 276a to a-7), as supplemented by Department of Labor regulations 29 CFR Part 5.
- If the Agreement exceeds \$100,000 for construction or other purposes that involve the employment of mechanics or laborers, the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations 29 CFR Part 5.
- Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements (37 CFR Part 401) and any implementing regulations issued by the awarding agency.
- The applicable provisions of the Clean Air Act (42 U.S.C. 7401 *et seq*) and the Federal Water Pollution Control Act (33 U.S.C. 1251 *et seq*) each as amended.

By executing this Agreement, Awardee certifies and agrees to comply with all the applicable certifications and assurances identified in Exhibit C.

**21. Notices.**

Notices concerning this Agreement shall be delivered as follows:

**For IRIS:** IRIS  
 Attn: Sponsored Projects Office  
 1200 New York Avenue, NW  
 Suite 800  
 Washington, DC 20005

**For Awardee:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

All notices, demands or other communications and the mailing of all notices provided for hereunder shall be deemed to have been properly given only if mailed by registered or certified mail, postage prepaid thereon and return receipt requested, or sent via nationally

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recognized overnight courier, courier fee prepaid, to the addresses set forth above, or personally delivered. Any notice or other communication that is mailed shall be deemed validly given and legally effective when deposited in the United States postal system or with the nationally recognized overnight courier, respectively. The Parties may designate a different address by notice sent to the other parties hereto pursuant to the requirements set forth above in this Section.

### **22. Titles.**

Titles of the sections of this Agreement are merely for convenience in reading and shall not be construed to alter, modify or interpret the meaning of the provisions under said titles.

### **23. Entire Agreement.**

This Agreement (including all attachments) shall constitute the full and complete understanding and agreement between the parties with respect to the subject matter of the agreement, and all prior and contemporaneous agreements and understandings, oral or written, are superseded by the written terms of this Agreement. All modifications must be in writing and signed by the President of IRIS or his designee. No verbal agreements or conversations with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

### **24. Order of Precedence.**

In the event of any inconsistencies or conflicts between the clauses in the body of this Agreement and the attachments, the clauses in the body of this Agreement shall prevail.

### **25. Execution in Counterparts.**

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

**[Signatures Appear on the Next Page]**

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IN WITNESS THEREOF, the parties hereto have executed this Agreement on the dates written below.

**Incorporated Research Institutions for Seismology (IRIS):**

By: \_\_\_\_\_

Name: David W. Simpson

Title: President

Date: \_\_\_\_\_

**Awardee:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A**

**WORK PROPOSAL**

## Exhibit B

### REPORTING REQUIREMENTS

**Publications:** Awardee shall submit to IRIS, either electronically or in paper form, a copy of every publication of material based on or developed under this award, clearly labeled with the award number and other appropriate identifying information, promptly after publication.

**Property Report:** Awardee shall furnish IRIS with a full description of equipment purchased under this Agreement, including vendor, manufacturer, model and serial number, location, tag number, acquisition cost, and the date of acquisition. Equipment is defined as having a useful life greater than one year with a cost equal to or greater than \$5,000 per unit.

- Due: June 30 of each year
- A final property report is due: No later than thirty (30) days after the termination of the Agreement.

**Annual Progress Report/Plan and Budget:** Awardees requesting continued funding and/or an extension of the Agreement shall submit a progress report of completed activities, a work statement for proposed activities, and a budget (to include a completed NSF Form 1030).

- Preliminary Annual Progress Report/Plan and Budget due: March 31 of each year
- Final Annual Progress Report/Plan and Budget due: May 15 of each year

**Annual Audit Report:** Awardee shall submit to IRIS on an annual basis an electronic copy of their Annual A133 Audit Report.

- Due: Within the earlier of thirty (30) days of the completion of the audit or within ninety (90) days after the end of the fiscal year.

**Final Report:** Awardee shall submit a final report designated as “Final” describing completed activities including any additional material reasonably requested by the IRIS Program Manager.

- Due: No later than sixty (60) days after the termination of the Agreement

**Submission of Reports:** All reports shall be submitted to the IRIS Sponsored Projects Office.

## Exhibit C

### CERTIFICATIONS

**Debarment and Suspension.** Awardee certifies that it is not suspended, debarred, or otherwise ineligible from entering into funding agreements with any department or other agency of the U.S. Government, or in receipt of a notice of proposed debarment or suspension.

Awardee shall provide immediate notice to IRIS in the event of being suspended, debarred or otherwise declared ineligible by any department or other agency of the U.S. Government, or upon notice of a proposed debarment or suspension, either prior to or after execution of this Agreement.

Awardee agrees to secure from its vendors or participants in transactions expected to exceed the small purchase threshold, certification that such participants are not suspended, debarred, or otherwise declared ineligible from entering into contracts with any department or agency of the U.S. Government, or in receipt of a notice of proposed debarment or suspension.

**Lobbying Certification.** Awardee certifies, to the best of its knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of Awardee, directly or indirectly, 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 in connection with rewarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement;
2. If any funds other than federally 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 in connection with this Agreement, Awardee shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions; and
3. Awardee shall require that the language of this certification be included in the award documents for all subcontracts at all tiers and that all subrecipients shall certify and disclose accordingly.

**Assurance of Compliance With National Science Foundation Nondiscrimination Regulations and Policies.**

AWARDEE (hereinafter called the "Applicant") HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (42 USC §2000d) and all requirements imposed by or pursuant to the Regulation of the National Science Foundation (45 CFR Part 611), Title IX of the Education Amendments of 1972 (20 USC §§ 1681 *et seq*), the Age Discrimination Act of 1975 (42 USC 6101 *et seq*) as implemented by the Department of Health and Human Service regulations at 45 CFR Part 90 and the regulations of NSF at 45 CFR Part 617, and Section 504 of the Rehabilitation Act of 1973 (29 USC 794), as implemented by Department of Justice regulations at 28 CFR Part 41 and NSF at 45 CFR Part 605.

To that end, in accordance with the above-referenced nondiscrimination statutes, and NSF's implementing regulations and policies, no person in the United States shall, on the ground of race, color, national origin, sex, disability, or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Foundation; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Foundation, this Assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this Assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this Assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Foundation.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, cooperative agreements, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant by the Foundation, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this Assurance, and that the United States shall have the right to seek judicial enforcement of this Assurance. This Assurance is binding on the Applicant, its successors, transferees, and assignees.

## Exhibit D



### SUBAWARD RELEASE OF CLAIMS AND CERTIFICATION

Subaward #: \_\_\_\_\_ Prime Award #: \_\_\_\_\_

Subrecipient: \_\_\_\_\_

Please complete all sections below checking the appropriate boxes, sign, date and email to [ruth@iris.edu](mailto:ruth@iris.edu).

#### Section 1 – Financial:

There are NO outstanding claims against this subaward. *(No further claims will be honored after this box has been checked and the form signed and returned.)*

Only the amount of \$\_\_\_\_\_ **included in the final claims voucher/invoice** is due. When IRIS pays the final claims voucher/invoice there will be no further claims against this subaward.

Cost-share obligations  have been met;  do not exist under this subaward.

#### Section 2 – Patents:

There are no inventions to be reported under this subaward.

Listed below are all inventions required to be reported under this subaward.

Name of Inventor:

Title(s) of Invention:

If an invention has resulted from this task please complete the following:

A complete Invention Disclosure  has previously been submitted to IRIS;  is attached to this form.

#### Section 3 – Federal Government Equipment:

There is neither government furnished equipment nor equipment purchased with money from this subaward to be reported under this subaward. (Please review subaward Terms & Conditions.)

All government furnished equipment and reportable equipment purchased with money from this subaward have been delivered to the government or are awaiting disposition instructions.

IN WITNESS WHEREOF, this release and certification has been executed as of the day and year written.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title