

APPENDIX A

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|  <p>The logo for the IRIS Consortium. It features the word "the" in a small, grey, sans-serif font above a stylized 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>Incorporated Research Institutions for Seismology (IRIS) 1200 New York Avenue, NW Suite 800 Washington, DC 20005</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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**SUBAWARD AGREEMENT
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EXHIBITS

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- B Reporting Requirements
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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 to the IRIS Sponsored Projects Office. The final invoice referenced in Article 4(e) herein shall be submitted to IRIS Accounts Payable. Submission of the final report and final invoice 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

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

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: _____