

SUBCONTRACT BETWEEN
THE RESEARCH FOUNDATION FOR THE STATE UNIVERSITY OF NEW YORK
AND
CONTRACTOR

This Agreement ["Agreement"] made by and between THE RESEARCH FOUNDATION FOR THE STATE UNIVERSITY OF NEW YORK, a nonprofit, educational corporation organized and existing under the laws of the State of New York, with its office located at Office of Sponsored Programs, W5510 Melville Library, Stony Brook, New York 11794-3362 at Stony Brook University, hereinafter referred to as "Foundation," and _____, a _____ existing under the laws of the State of _____, with its principal offices located at _____ hereinafter referred to as "Contractor".

WITNESSETH:

WHEREAS, Foundation has an award from _____, hereinafter referred to as "Sponsor" to carry out a project entitled _____, hereinafter referred to as "Project"; and

WHEREAS, the aforesaid award provides that Foundation shall subcontract to Contractor a portion of the work and services to be provided in connection with the award; and

WHEREAS, Foundation desires and the Contractor represents that it is competent and willing to perform services in connection with the Project.

THEREFORE, it is agreed by the parties as follows:

1. Scope of Work and Cooperation

a) Contractor agrees to perform and complete in a competent manner all of the work and services detailed in the scope of work, budget, and payment schedule, if applicable, attached as **Exhibit A** to enable the Foundation to meet the requirements of the Project.

b) Contractor agrees to maintain close liaison with the Foundation's Principal Investigator to ensure a well-integrated project effort and to achieve the performance goals during this Agreement. In addition, Contractor will provide formal technical reports as specified herein.

2. Key Personnel

Foundation's Principal Investigator is _____.

Contractor's Principal Investigator is _____.

If Contractor's Principal Investigator (PI) plans to or becomes aware that s/he will: 1) devote substantially more or less effort than the Scope of Work prescribes; 2) sever his/her legal relationship with the Contractor; 3) be absent for a continuous period of three months or more, or; 4) otherwise relinquish active direction of the Project the Foundation must be informed in writing of the same. Any such changes shall be subject to the written approval of the Foundation. The parties shall mutually agree to any revisions to this Agreement required to address such changes.

3. Term

The term of this Agreement shall be from _____ to _____ unless extended or terminated as provided hereunder.

4. Termination

a) This Agreement may be terminated by either party, with or without cause by giving thirty (30) days written notice to the other party. The thirty (30) days written notice period shall commence on the date contained within the Notice of Termination to the affected party.

b) Foundation may suspend this Agreement for cause upon ten (10) days written notice; provided, however, that Contractor will have not more than thirty (30) days from the date of such notice to remedy or cure any default or breach upon Notice of Termination from Foundation. Foundation may withhold payments to Contractor for the purpose of set-off until such time as the exact amount of damages may be determined.

c) If the Contractor shall fail to fulfill in a proper manner its obligations under this Agreement or violates any of the provisions of this Agreement, Foundation shall have the right to terminate this Agreement in whole or in part, by sending written Notice of Termination to the Contractor which shall take effect thirty (30) days from the date contained in the written notice.

d) Upon notification that this Agreement has been terminated or suspended as provided above, the Contractor shall immediately stop all work under this Agreement on the date and to the extent specified in the Notice of Termination. Foundation agrees to compensate the Contractor for all work performed pursuant to the Agreement prior to termination.

5. Compensation and Maximum Cost

a) In full and complete consideration of Contractor's performance, the Foundation shall reimburse Contractor for allowable costs incurred in accordance with the terms of this Agreement, up to \$XX,XXX U.S. Dollars. In no event shall the aggregate of all allowable expenditures exceed the maximum cost, except upon formal modification of this Agreement as provided herein.

b) Contractor certifies that, if applicable, the facilities and administrative rate and fringe benefit rate applied to the allowable costs are current and in effect during the term specified herein. Contractor shall inform Foundation of any subsequent changes to the rates.

6. Funding

Contractor understands that the source of the funds for the payment of services hereunder is a [grant; contract] from or between the Foundation and the Sponsor, and that the execution of this Agreement does not, nor does it purport to, bind the State University of New York or the State of New York.

7. Payment

a) Contractor will submit monthly certified invoices referencing Foundation Award No. [award, task, project #] as per attached Exhibit B or Contractor's generated invoice provided that such Contractor invoice contains sufficient detail to permit identification of the costs incurred by Contractor and claimed to constitute allowable costs. Payment shall be subject to audit and assessment to ensure the provisions of the Agreement are met. All payments shall be subject to correction and adjustment upon periodic and/or final audit or by reason of disallowance by Sponsor. To this end, an authorized representative of Contractor must attest to the following certification on each invoice:

"I certify that this invoice is correct and that it does not duplicate reimbursement of costs or services received from other sources. In addition, I certify that reimbursement is requested only for expenditures on items approved by the terms and conditions of the Agreement with the Foundation."

b) Invoices must be sent to the Foundation's Financial Contact as identified in Exhibit D.

c) On receipt and approval of the invoice designated by Contractor as the "final invoice" Foundation shall promptly pay any balance of allowable cost. Foundation reserves the right to withhold up to 10% of the final payment pending receipt of required deliverables and compliance with the provisions of this Agreement. The final invoice shall be submitted by Contractor promptly following completion of the work but in no event later than [30, 45, 60] days subsequent to the termination date of this Agreement.

d) Any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by Contractor or any of its assignees shall be paid or credited to Foundation to the extent that they are properly allocable costs for which the Contractor has been reimbursed by the Foundation.

8. Reports

Contractor acknowledges that timely, completed technical and/or narrative reports are required in order for Foundation to meet its obligations with the Sponsor. Contractor agrees to provide technical and/or other narrative progress reports as required below:

<u>Report Type</u>	<u>Due Date(s)</u>
Periodic/Other Technical:	XX/XX/XX
Annual Technical:	XX/XX/XX
Final Technical:	XX/XX/XX
Other:	XX/XX/XX

Contractor further agrees to provide any additional progress reports as may reasonably be requested by the Foundation. Foundation reserves the right to withhold payment to Contractor pending receipt of any required technical reports.

9. Inventions and Licenses

Notwithstanding the Sponsor's rights and policies pertaining to inventions and licenses as may be specifically provided for in the prime agreement, the following claims and rights to inventions and know-how shall be accorded as follows:

a) Foundation shall hold title to all inventions (including know-how) which are discovered during the conduct of work under this Agreement utilizing Foundation or State University of New York facilities. Said inventions are hereinafter referred to as "Foundation inventions."

b) Inventions made using Contractor's facilities exclusively shall belong to Contractor.

c) If both Contractor facilities and Foundation and/or State University of New York facilities are used in carrying out work which leads to an invention under this Agreement, the Contractor and Foundation shall hold joint title to said invention.

d) No license or other rights in Foundation inventions are given to or received by Contractor except as specifically provided for herein.

10. Protected Information

a) The parties acknowledge that they may possess certain proprietary or confidential information which may be utilized in performance of the Project. "Protected Information" shall mean all such proprietary or confidential information provided by the disclosing party in writing and marked "confidential" or if disclosed orally summarized in writing and marked "confidential" and transmitted to the non-disclosing party within thirty (30) days of oral disclosure.

b) Protected Information will only be disclosed to the employees, consultants, students or agents (if applicable) who require the same to fulfill the purposes of the research or a need to know and who have read and are obligated to be bound by this clause. The receiving party shall protect the disclosing party's Protected Information with the same standard of care with which the receiving party treats its own Protected Information. Protected Information shall be used by the receiving party only within the scope of this Agreement.

c) Each party shall, for a period of three (3) years after the termination or expiration of this Agreement, maintain the same level of care to prevent the disclosure of a party's Protected Information, unless otherwise required by law. Upon expiration of the three (3) year period, or upon the request of the disclosing party, whichever is first, the receiving party will destroy all copies of such Protected Information and so certify the same in writing within thirty (30) days. Only one extant copy of such information shall be kept by the receiving party for archival or purposes of audit.

d) Neither party shall be liable for disclosure or use of the information of the other party if said information was:

- 1) known by the receiving party at the time it was acquired from the disclosing party;
- 2) already generally available to the public, or subsequently becomes so available without default of the receiving party;
- 3) received by a party to this Agreement from a third party who did not acquire it directly or independently from a party to this Agreement in confidence;
- 4) independently developed by the receiving party without the use or reliance on Protected Information, or;
- 5) required to be disclosed by applicable law, court order or regulations of any applicable governmental agency provided that the disclosing party shall give advance, written notice to the other party of the compelled disclosure.

11. Export Controls

a) This Agreement shall be subject to all applicable government export and import laws and regulations. The parties agree to comply and reasonably assist the other party, upon request by that party, in complying with all applicable government export and import laws and regulations. The parties acknowledge that they may not directly or indirectly export, re-export, distribute or transfer any technology, information or materials of any value to any nation, individual or entity that is prohibited or restricted by the International Traffic in Arms Regulation (ITAR), the Export Administration Regulations (EAR), the Office of Foreign Assets Controls (OFAC), the United States Department of State's State Sponsors of Terrorism, or by any other United States government agency without first obtaining the appropriate license.

b) Contractor confirms that the confidential information it discloses does not contain export controlled technology or technical data identified on any US export control list, including but not limited to the Commerce Control List (CCL) at 15 CFR 774 and the US Munitions List (USML) at 22 CFR 121. In the event Contractor intends to provide Foundation's Principal Investigator with export controlled information, Contractor will inform Foundation's Contracts

Administrator in writing thirty (30) days prior to the release of export controlled technology or technical data. Contractor agrees not to provide any export controlled information to Foundation's Principal Investigator, or others at Foundation or the State University of New York without the written agreement of Foundation's Contracts Administrator. If the U.S. Government imposes a fine or penalty upon Foundation due to Contractor's failure to notify the Foundation as described above, Contractor will indemnify and hold Foundation harmless from any resulting fines and penalties from such omission.

12. Publication

Contractor may publish any information, oral or written, concerning the results or conclusions made pursuant to the performance of this Agreement as follows:

No less than forty-five (45) days prior to publication, Contractor shall provide the Foundation with a copy of any proposed manuscript for scientific review, written comment, and/or identification and protection of Foundation or Sponsor confidential or proprietary information. If contractor does not receive a written response from Foundation within forty-five (45) days, the Contractor may proceed with publication and/or release of information as proposed. Moreover, in order to protect patentable material, Foundation may require an additional sixty (60) day delay in publication in order to coordinate the filing of any invention disclosures. In no event shall this delay exceed sixty (60) days without mutual written agreement by both parties.

13. Warranty of Originality

Contractor warrants that all material produced by Contractor and delivered to Foundation hereunder shall be original, except for such portion as is included with permission of the copyright owners, that it shall contain no libelous or unlawful statements or materials, and will not infringe upon any copyright, trademark, patent, statutory or other proprietary rights of others and that it will hold harmless the Foundation from any costs, expenses and damages resulting from any breach of this warranty.

14. Data and Copyrights

Data Rights: Subject to the terms of this Agreement as well as any applicable federal, state or local laws and/or Sponsor regulations, Contractor shall have the right to use, release to others, reproduce, distribute or publish any data first produced or specifically used by Contractor in performance of this Agreement for non-commercial purposes.

Copyrights: Contractor grants to Foundation 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 Agreement to the extent required to meet Foundation obligations to the Sponsor under the prime award and for non-commercial, educational purposes.

15. Ethical Conduct

The Foundation strives to maintain the highest ethical standards in all of its operations. All parties acting pursuant to this Agreement will establish standards, policies and procedures of ethical conduct that address, but are not limited to, the areas of conflict of interest, misconduct in science, fraud, abuse and waste.

16. Obligations and Assurances of Contractor

The parties agree to comply with all federal, New York State, and other applicable laws and regulations in performing the obligations under this Agreement. This includes, without limitation, the Sponsor policies and the express terms of Foundation's agreement with Sponsor, attached as **Exhibit C**, which are incorporated by reference as a material part of this Agreement even if not specifically identified in this document.

By signing this Agreement, Contractor certifies that: (1) Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from any covered transaction by any federal agency (45 CFR Part 76 and Executive Order 12549) (**Debarment and Suspension**); (2) It is in compliance with the requirements of 45 CFR Part 76, Subpart F (**Drug Free Workplace**); (3) It is in compliance with the requirements of 31 USC § 1352 (**Lobbying**); (4) It is in compliance with the requirements of 42 CFR Part 93 (**Misconduct in Science**); (5) It is in compliance with Title VI of the Civil Rights Acts of 1964, the Age Discrimination Act of 1975, Executive Order 11246 and Section 504 of the Rehabilitation Act of 1973 as amended, and certifies that it has valid Assurances of Compliance on file with DHHS (**Civil Rights and Equal Employment Opportunity**).

16.1 Human Subjects (check if applicable) If human subjects are used in the conduct of the work supported by this Agreement, Contractor shall comply with DHHS policies and regulations on the protection of human subjects (Code of Federal Regulations, 45 CFR Part 46, Subpart A, "Protection of Human Subjects," and specifically Section 46.107, "Special Assurances"). In addition to assuring that the initial requirements for protection of human subjects are met, Contractor agrees to assure continued monitoring and compliance with these requirements during the course of the project. Contractor agrees to send copies of their IRB approval and "Informed Consent" form before the Agreement will be executed to Foundation's Contracts Administrator.

16.2 Laboratory Animals (check if applicable) If Contractor uses warm blooded animals in its performance of this work, it shall comply with the applicable portions of the Animal Welfare Act (P.L. 89- 544 as amended by P.L. 91-579 and P.L. 94-279) and will follow the guidelines prescribed in DHHS Publication No. 85-23 entitled "Guide for the Care and Use of Laboratory Animals," or such other guidelines as are required. Contractor agrees to send copies of their IACUC approval before the Agreement will be executed to Foundation's Contracts Administrator.

16.3 Conflict of Interest (check applicable box)

Not applicable because this project is not being funded by PHS (NIH, CDC, AHRQ, etc.), or any other sponsor that has adopted the federal financial disclosure requirements (NSF, etc.).

Contractor is enrolled in the FDP Institutional Clearinghouse of FCOI Compliant institutions http://sites.nationalacademies.org/PGA/fdp/PGA_070596

Contractor represents that certifies that it has an active and enforced conflict of interest policy that is consistent with the provision of 42 CFR Part 50, Subpart F "Responsibility of Applicants for Promoting Objectivity in Research" and 45 CFR Part 94 "Responsible Prospective Contractors." Contractor further represents that its signature to this Agreement provides written assurance to Foundation that Contractor has taken reasonable steps to ensure that any person working for Contractor who is responsible for the design, conduct or reporting of research funded under this Agreement is in compliance with the conflicts of interest policy. At least 30 days prior to the expenditure of any Public Health Service funds awarded for the Project, or within 30 days after Contractor subsequently identifies any such conflicting interest, Contractor shall report to Foundation the existence of any conflicting interest (but not the nature of the interest or other details) found by Contractor and assure Foundation that the interest has been managed, reduced or eliminated in accordance with 42 CFR Part 50 Subpart F and 45 CFR Part 94. Contractor further agrees to furnish a copy of its conflict of interest policy to Foundation within 30 days of Foundation's written request.

Contractor does not have an active and/or enforced conflict of interest policy and agrees to adopt University's policy <http://www.stonybrook.edu/research/orc/coi.shtml>.

16.4 E-Verify (check if applicable) Federal contracts to Foundation in excess of \$100,000 and subcontracts in excess of \$3,000 are subject to the requirements of E-Verify. If this Agreement meets this threshold, it is subject to one of the following federal clauses: FAR 22.1800, FAR 52.222-54, 48 CFR 2,22,52 and 8 CFR 274a.

16.5 FFATA (check if applicable). This Agreement is subject to Federal Funding Accountability and Transparency Act (**FFATA**). Please complete **Exhibit E**.

17. A133 and General Audit Requirements

- a) Nonprofits with federal expenditures of \$500,000 or more

Contractor certifies that it complies with the requirements of OMB Circular A-133 and will notify Foundation of completion of necessary audits and report any findings and corrective actions which impact this Agreement. Non-compliance may result in appropriate sanctions including but not limited to those referenced in OMB Circular A-133, Section 225.

- b) Nonprofits with federal expenditures less than \$500,000 and/or Other than Non-profit Organizations

Contractor agrees to establish and maintain a system of administrative monitoring procedures and controls, maintain accounting records according to the generally accepted accounting principles, conduct organizational audits for compliance with the general and specific requirements applicable to performance and expenditure under this Agreement, and immediately report any audit findings and correction active plans to the Foundation.

- c) Monitoring and risk for all organizations

Foundation retains the right to monitor Contractor compliance via desk audits, site visits, pre and post award audits, and review of the performance and expenditure aspects of the Agreement. In the event of Contractor non-compliance the Foundation may require the Contractor to arrange, at its expense, an independent audit conducted according to the generally accepted accounting principles. Non-compliance may result in appropriate sanctions including but not limited to those referenced in OMB Circular A-133, Section 225.

18. Records

Contractor shall maintain appropriate and complete accounts, records, documents, and other evidence showing and supporting all costs incurred under this Agreement. Contractor will insure that appropriate internal controls are in place and properly functioning for the accounts, records and other evidence showing and supporting all costs incurred under this Agreement. All accounts and records relating to this Agreement shall be subject to inspection by Foundation or its duly authorized representative(s). All accounts and records shall be preserved by the Contractor for a period of six (6) years after final settlement of this Agreement. At any time, the Foundation may have vouchers and statements of costs audited by Foundation or Sponsor, or other parties authorized to audit Foundation activities and any payment may be reduced for overpayments or increased for underpayments based on such audit. The system of accounts employed by the Contractor shall be in accordance with the accounting principles required under Foundation's agreement with the Sponsor.

19. Liability; Indemnification

Both parties agree, to the fullest extent permitted by law, to indemnify, hold harmless and defend the indemnified parties and its directors, officers, employees, consultants, agents and representatives against all claims, including claims of third parties, causes of action, damages, losses or expenses, including without limitation attorneys' fees, arising out of or resulting from this Agreement or any action arising hereunder; provided, the indemnified party's actions are not based upon negligence or willful misconduct.

20. Insurance

Contractor shall, at its own expense, maintain insurance of the types and in the amounts specified below.

- 1) Workers' Compensation (including occupational disease) and Employer's Liability: Statutory New York State Limits. Employers' Liability minimum limit of \$1,000,000;
- 2) Disability Benefit Insurance as mandated by State law;
- 3) Commercial General Liability: Bodily injury, Personal Injury, and Property Damage with minimum limit of \$2,000,000 per occurrence and \$5,000,000 aggregate. Limit may be provided through a combination of primary and umbrella/excess liability policies;
- 4) Auto Liability (if applicable): \$2,000,000 combined single limit Bodily Injury/Property Damage per each accident (including owned, hired, leased and non-owned autos);
- 5) Professional Liability (medical care, if applicable): Limits of liability greater than \$1,000,000 each claim and \$3,000,000 aggregate.

This insurance shall be written by a company licensed to do business in New York State with a minimum A.M. Best rating of A-IX.

Contractor shall notify Foundation by registered mail thirty (30) days prior to termination or material change of any policy.

If Contractor fails to maintain Insurance, Contractor shall promptly notify Foundation and Foundation reserves the right to issue a stop-work order until Contractor is in compliance with the above requirements.

Foundation and Sponsor shall be named as primary and non-contributory additional insureds and Contractor shall provide evidence of such in the form of Certificates of Insurance upon request. If self-insured, these certificates should note any self-insured/deductible amounts for each policy

Contractor waives all rights of subrogation to the extent damages are covered by the above described policies.

21. Notices

All notices shall be sent by U.S. First Class Mail or via overnight delivery to the addresses listed below. Notice will be deemed acceptable if sent via electronic mail (e-mail) if followed by formal written notice in accordance with this Section.

Said notices shall be delivered to the appropriate financial, administrative and/or technical party(ies) as identified in **Exhibit D**, unless notice of change of address is provided in writing to the other.

22. Dispute Resolution

Foundation and Contractor shall attempt to resolve any dispute as follows:

a) In good faith by direct, confidential and informal negotiations. Unless otherwise directed by Foundation pursuant to termination procedures provided herein and to the fullest extent possible, Contractor shall proceed with the performance of its obligations under this Agreement.

b) If the parties are unable to resolve the dispute informally, they may consent to non-binding arbitration upon mutual agreement.

c) Notwithstanding the above, either party may pursue litigation in any court of competent jurisdiction in New York State.

23. Assignment and Subcontracting

Contractor shall not assign, transfer, or convey this Agreement or any part hereof, or any interest herein, nor shall the Contractor subcontract for the performance of any of its obligations hereunder, without the prior written consent of the Foundation. Any such subcontracts and all other arrangements made by Contractor in connection with its performance hereunder, shall be made subject to, and consistent with this Agreement and Foundation's agreement with the Sponsor.

24. Status of Parties

a) The relationship of the parties shall be that of principal and independent contractor and not of an employer-employee relationship. Contractor hereby warrants that it is: (i) in compliance with all tax filings and similar requirements imposed on it; and (ii) solely responsible for paying income taxes, FICA taxes, and other taxes and assessments which arise from receipt of payments under this Agreement.

b) This Agreement shall not be construed to contain any authority, either express or implied, enabling the Contractor to incur any expense or perform any act on behalf of Foundation without express written consent.

25. Modifications

This Agreement may not be changed, amended, modified or extended unless in writing and duly signed by the parties hereto.

26. Binding Effect

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

27. Governing Law

This Agreement shall be construed according to the laws of the State of New York, without regard to conflict of law provisions, and shall be deemed to have been executed in the State of New York. Any litigation shall be brought to an appropriate court within the State of New York.

28. Severability

In the event any provisions of this Agreement are determined to be invalid or unenforceable under any controlling body of law, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions hereof.

29. Use of Name

The parties agree not to use the name, any logotypes or symbols of the other party in any advertising, sales promotion, or other publicity matter without the prior written approval of the other party. However, this provision is not intended to restrict either party from disclosing the existence and nature of this Agreement, or from including its existence in the routine reporting of the party's activities.

30. Survival

In the event of termination of this Agreement for any reason, the following clauses shall survive termination: 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 21, 22, 23, 26, 27, and 29.

31. Entire Agreement

This Agreement represents the entire agreement and understanding of the parties hereto. No prior writings, conversations, or representations of any nature shall be deemed to vary the provisions of this Agreement.

32. Order of Precedence

In the event of a conflict between this Agreement and Exhibit A, this Agreement shall take precedence and control.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year last written below. By executing this Agreement, Contractor provides any assurances and/or certifications of compliance required herein.

THE RESEARCH FOUNDATION FOR THE
STATE UNIVERSITY OF NEW YORK

CONTRACTOR

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

Exhibit A

[SCOPE OF WORK]

****IF APPLICABLE****
EXHIBIT
FFATA Reporting Requirements

Definition. “Reporting” includes FFATA Data Elements

Amendment for Updated Reporting Requirements. A unilateral amendment may be issued to update reporting requirements in response to any additional requirements or guidance from the OMB or Sponsor including, but not limited to, the definition of terms and data elements, and specific instructions for reporting and report formats.

For more information on FFATA please visit www.fsrs.gov and http://sites.nationalacademies.org/PGA/fdp/PGA_055832

Data to be Reported Prior to Execution of Agreement (A-D, below)

A. Contractor Information

Contractor must submit the following information to comply with FFATA requirements. Please complete all fields below:

Contractor Legal Name:	
TIN:	
DUNS Number:	
Congressional District:	

B. Subaward Project Description

Contractor must provide a *thorough* description of the overall purpose and expected outcomes, OR results of the Agreement, including significant deliverables and, if appropriate, associated units of measure, this should describe the Agreement requirements (4000 character limit).

Project Description	
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C. Performance Site

Contractor must identify the physical location of the Primary Place of Performance of the Subaward

Place of Performance Street Address 1	
Place of Performance Street Address 2	
Place of Performance City	
Place of Performance State (two character code)	
Place of Performance Zip (zip code+ four)	
Place of Performance Congressional District (two digit code)	
Place of Performance Country	

D. Most Highly Compensated Executives

Definition. “Executive” means the five most highly compensated officers, managing partners, or any other employees in management positions.

Contractor shall provide the names and total compensation of the five most highly compensated executives of the Contractor entity if the following items (1) and (2) apply. If either item (1) or (2) does not apply, the Contractor’s report shall include a statement certifying this.

If these items do apply, but there is no change in the most highly compensated individuals or their total compensation, the Contractor’s report shall include a statement certifying this.

- (1) The Contractor in its preceding fiscal year received—
 - (a) 80 percent or more of its annual gross revenues in Federal awards; and
 - (b) \$25,000,000 or more in annual gross revenues from Federal awards; and
- (2) The public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 [26 USC § 6104].

“Total compensation” means the cash and non-cash dollar value earned by the executive during the Contractor’s past fiscal year of the following (for more information see 17 CFR 229.402(c) (2)):

- (i). Salary and bonus.
- (ii). Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with FAS 123R.
- (iii). Earnings for services under non-equity incentive plans. Does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- (iv). Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- (v). Above-market earnings on deferred compensation which are not tax qualified.
- (vi). Other compensation. For example, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property if the value for the executive exceeds \$10,000.

HIGHLY COMPENSATED EXECUTIVES

Exempt from reporting compensation (Check one)	<input type="checkbox"/> Yes <input type="checkbox"/> No
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If not exempt per FFATA, complete the following:

Executive 1 Name	
Executive 1 Compensation	
Executive 2 Name	
Executive 2 Compensation	
Executive 3 Name	
Executive 3 Compensation	
Executive 4 Name	
Executive 4 Compensation	
Executive 5 Name	
Executive 5 Compensation	