

<p style="text-align: center;"><b>Attachment 5</b> <b>Subaward Agreement</b> <b>Certifications and Assurances</b></p>
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By signing the Subaward Agreement, the authorized official of Collaborator certifies, to the best of his/her knowledge and belief, that:

**Certification Regarding Lobbying**

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Collaborator, 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 the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Collaborator shall complete and submit a Standard Form-LLL, "Disclosure Form to Report Lobbying," to the University.
- 3) The Collaborator shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**Debarment, Suspension and Other Responsibility Matter**

Collaborator agrees to comply with 45 CFR part 76, Appendix B-Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions. In addition, Collaborator certifies by signing this Subaward Agreement that neither it or its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

**OMB 2 CFR Assurance**

Collaborator assures University that it complies with 2 CFR Subpart F and a copy of its most recently completed 2 CFR audit will be provided to University's Financial Contact, as shown in Attachment 4, upon execution of the Subaward Agreement. Additionally, Collaborator will notify University of any adverse findings which impact this subaward.

**Additional Assurances**

The Collaborator provides this assurance in consideration of and for the purpose of obtaining Federal grants, loans, contracts, property, discounts or other Federal financial assistance.

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THE COLLABORATOR HEREBY AGREES THAT IT WILL COMPLY WITH:

- 1) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to Regulations promulgated there under, to the end that, in accordance with Title VI of that Act and the Regulations, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participating in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Collaborator receives Federal financial assistance.
- 2) Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulations promulgated there under, to the end that, in accordance with Section 504 of the Act and the Regulations, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefit of, or be subjected to discrimination under any program or activity for which the Collaborator receives Federal financial assistance.
- 3) Title IX of the Education Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulations promulgated there under, to the end that, in accordance with Title IX and the Regulations, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Collaborator receives Federal financial assistance.
- 4) The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulations promulgated there under, to the end that, in accordance with the Act and the Regulations, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Collaborator receives Federal financial assistance.
- 5) **This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**

The Collaborator agrees that compliance with these assurances constitutes a condition of continued receipt of Federal financial assistance, and that it is binding upon the Collaborator, its successors, transferees and assignees for the period during which such assistance is provided. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Collaborator, this assurance shall obligate the Collaborator, or in the case of any transfer of any 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 Collaborator for the period during which it retains ownership or possession of the property. The Collaborator further recognizes and agrees that the United States shall have the right to seek judicial enforcement of this assurance.