

**San José State University Research Foundation
Office of Sponsored Programs**

Subrecipient Commitment Form

When submitting a proposal to or receiving a subcontract from the San José State University Research Foundation (SJSURF), all subrecipients must complete and submit this form to SJSURF. Authorized signatures must be included.

Proposal or Award Title: _____

SJSU Principal Investigator (PI): _____

Subrecipient Information

Name: _____

Address: _____

City: _____ State: _____ Zip+4: _____

Congressional District: _____ DUNS+4: _____ Tax ID#: _____

Place of Performance (if different from address of subrecipient):

Address: _____

City: _____ State: _____ Zip+4: _____

Subrecipient's Authorized Signer:

Name: _____

Title: _____

Email: _____ Phone: _____

Subrecipient's Point of Contact (Administrator):

Name: _____

Title: _____

Email: _____ Phone: _____

Subrecipient's PI: *Subrecipient cannot replace key personnel without SJSURF approval.*

Name: _____

Title: _____

Email: _____ Phone: _____

Section A: Proposal Documents

The following documents are included in our subaward proposal submission and covered by the certifications below:

Statement of Work (required)

Budget and Budget Justification (required)

This Subrecipient Commitment Form – Authorized Representative’s Signature (required)

Small/Small Disadvantaged Business Subcontracting Plan, in agency-required format (required over \$550,000)

Biosketches of Key Personnel, in agency-required format

A Letter from Subrecipient's Authorized Representative

Cost Share Commitment Letter

Other:

Section B: Special Review and Certifications

1. Facilities and Administrative (F&A) rates included in this proposal have been calculated based upon the following:

Subrecipient's federally negotiated F&A rates for this type of work, or a reduced F&A rate that we hereby agree to accept. *(If this is selected, a copy of your F&A rate agreement or a URL link to the agreement must be provided to SJSURF.)*

Other rates *(please specify the basis on which the rate has been calculated in the section below.)*

Not applicable (indirect cost request for subrecipient)

2. Fringe benefit rates included in this proposal have been calculated based on:

Rates consistent with or lower than our federally negotiated rates. *(If this box is checked, include a copy of your F&A rate agreement or a URL link to the agreement.)*

Based on actual rates.

Other rates *(please specify the basis on which the rate has been calculated below.)*

3. Cost Share

When required by sponsor, subrecipient must also include cost share amounts, sources, and description of items in the subrecipient's budget and budget justification.

Yes No Amount: Source:

4. Subrecipient Business Status

Large Business	Small Business	Small Disadvantaged Business (SDB)* (8a)*
<i>(If a small business, identify business classification (*certified by the Small Business Administration))</i>		
Institutions of Higher Education	Nonprofit Organization	Minority Institution
Alaska Native Corporation (ANC) (43USC1601)	Historically Black College or University	
Foreign-owned	Women-owned small business (WOSB)	HUBZone Small Business*
Veteran-owned Small Business (VOSB)	Service-disabled Veteran-owned Business (SDVOSB)	

Section C: Regulatory Approvals

1. Human Subjects

Yes	No	Pending	IRB Number:	Expiration Date:
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If "yes," copies of the determination of exemption or IRB approval must be provided before any subagreement will be issued. If not attached here, obtain approval as required and forward these documents to SJSURF.

2. Animal Subjects

Yes	No	Pending	IRB Number:	Expiration Date:
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If "yes," copies of the IACUC approval must be provided before any subagreement will be issued. If not attached here, obtain approval as required and forward these documents to SJSURF.

3. Recombinant DNA/Biohazard/Radioactivity:

Yes	No
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If "yes," subrecipient will attach a copy of approval letter from subcontractor's safety committee.

4. Conflict of Interest

Applicable to NIH, NSF, non-governmental sponsors, and any other sponsors that have adopted the federal financial disclosure requirements.

Not applicable. This project is not being funded by NIH, NSF, a non-governmental sponsor, or any other sponsor that has adopted the federal financial disclosure requirements.

Subrecipient organization/institution hereby 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." Subrecipient also certifies that, to the best of institution's knowledge (1) all financial disclosures have been made related to the activities that may be funded by or through a resulting agreement, and required by its conflict of interest policy; and (2) all identified conflicts of interest have or will have been satisfactorily managed, reduced, or eliminated in accordance with subrecipient's conflict of interest policy prior to the expenditure of any funds under any resulting agreement.

Subrecipient does not have an active enforced conflict of interest policy and hereby agrees to abide by the San José State University and San José State University Research Foundation Conflict of Interest Policies (<https://www.sjsu.edu/researchfoundation/resources/policies/index.php>)

5. Debarment, Suspension, Proposed Debarment

Is the PI or any other employee or student participating in this project debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities?

Yes No

If "yes," explain the circumstances below:

The organization certifies that they: (answer all questions below)

Are	Are Not	presently debarred, suspended, proposed for debarment, or declared ineligible for award of federal contracts.
Are	Are Not	presently indicted for, or otherwise criminally or civilly charged by a governmental entity.
Have	Have Not	presently indicted for, or otherwise criminally or civilly charged by a governmental entity rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements or receiving stolen property.
Have	Have Not	within three (3) years preceding this offer, had one or more contracts terminated for default by any federal agency.

5. Responsible Conduct of Research

The prime sponsor of this project is:

National Institutes of Health (NIH)

Please visit the NIH policy web page for more information: <http://grants.nih.gov/grants/guide/notice-files/NOT-OD-10-019.html>

National Science Foundaton (NSF)

Please visit the NSF policy web page for more information: <http://www.nsf.gov/bfa/dias/policy/rcr.jsp>

Not applicable because this project is not being funded by NSF or NIH.

Subrecipient certifies that they have met or will meet the insurance requirements below.

Subrecipient shall procure and maintain for the duration of the agreement contract insurance against claims for injuries to persons or damage to property that may arise from or in connection with the performance of the work under the agreement and the results of that work by the Subrecipient, its agents, representatives, employees or subcontractors.

Worker's Compensation and Employer Liability:

- Worker's compensation insurance as required by the State of California
- Employers' liability insurance for injury or death of \$1,000,000 each accident

Commercial General Liability:

1. *General Liability:* Including operations, products and completed operations as applicable, \$1,000,000 per occurrence/\$2,000,000 policy aggregate for bodily injury, personal injury and property damage
2. *Automobile Insurance:* \$1,000,000 per accident for bodily injury and property damage
3. *Pollution and or Asbestos Pollution Liability and/or Errors and Omissions:* \$1,000,000 each occurrence/ \$2,000,000 policy aggregate

Coverage shall by "additional insured" endorsement add as insured **the State of California, the California State University, the Trustees of the California State University, San José State University, the San José State University Research Foundation, and the officers, employees, volunteers, and agents of each of them (all of which are hereinafter referred to as "State")** with respect to liability arising out of or connected with the work performed by or for the subawardee.

The **certificate of insurance** shall provide:

- a) That the insurer will not cancel the policy holder's coverage without thirty (30) days prior notice to the SJSURF;
- b) That the "State" with respect to liability arising out of or connected with the work performed by or for the Subawardee are included as additionally insured entities, but only insofar as the operations under the subaward are concerned;
- c) That the "State" shall not be responsible for any premiums or assessments on the policy.

Proof of insurance shall be sent to:

**SJSU Research Foundation
Attn: Natisha Holloway, Business & Risk Management Analyst
210 North Fourth Street, San Jose, CA 95112-5569**

6. Export Control

Subrecipient is individually responsible for ascertaining compliance with federal export laws and procedures.

By checking this box, subrecipient certifies that an export control officer, or other authorized person, has reviewed the subrecipient's proposal for compliance with federal export control laws.

7. Research Misconduct

Not applicable because this project is not being funded by U.S. Public Health Service (PHS).

By selecting this option, subrecipient certifies they have completed and submitted the "Assurance of Compliance by Subrecipient" available at: <https://ori.hhs.gov/sites/default/files/PHS-6315.pdf>

Section D: Audit Status

1. A-133 Audit Status:

Does the subrecipient receive an annual audit in accordance with OMB Circular A-133?	Yes	No
If "Yes" , has the audit been completed for the most recent fiscal year?	Yes	No
If "No" , when is it expected to be completed? (mm/dd/yy)		
Is the subrecipient's A-133 listed on the Federal Audit Clearing House website (https://harvester.census.gov/facweb/default.aspx/)	Yes	No

Were there any audit finding reports? (If "Yes", explain below) Yes No

Please note: A complete copy of subrecipient's most recent report or the Internet URL must be furnished to SJSU Research Foundation before a subaward will be issued.

2. Fiscal Responsibility

The organization certifies that its financial system is in accordance with generally accepted accounting principles and:

Has the capability to identify, in its accounts, all federal awards received and expended and the federal programs under which they are received,

Maintains internal controls to assure that it is managing federal awards in compliance with applicable laws, regulations, and the provisions of contracts or grants,

Complies with applicable laws and regulations,

Can prepare appropriate financial statements, including the schedule of expenditures of federal awards.

There are no outstanding audit findings which would impact contract costs. If there are findings, submit a copy of the most recent report that describes the findings and steps to be taken to correct the finding(s).

3. Federal Funding Accounting and Transparency Act (FFATA)

If the source of the subcontract is federal funds and the prime contract is \$25,000 or more, answer the following:

- 1.) In the preceding fiscal year has the organization 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].

Yes

Provide the names and compensation information for the top five highest paid employees below:

No

Entity does not need to provide the name and compensation information

Approvals for Subrecipient

Programmatic and administrative personnel in this application are aware of subaward policy and are prepared to establish necessary agreements required by those policies.

Work is not authorized to begin until an agreement fully-executed by both parties is in place. Any work begun and/or expenses incurred by the subrecipient prior to said execution of a subaward agreement are at the subrecipient's own risk.

The information, certifications, and representations above have been read, signed, and are hereby confirmed by the subrecipient's **authorized official listed below.**

Signature of Subrecipient's Authorized Official:

Date:

Name and Title of Authorized Official:

Subrecipient's Employee Identification Number (EIN):

Address:

City, State, Zip:

Phone:

Fax:

Email:

Name and Title of Administrative Contact:

Address:

City, State, Zip:

Phone:

Fax:

Email: