

By signing this Agreement, the authorized official of SUBRECIPIENT 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 Subrecipient, 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, an 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 Subcontractor shall complete and submit to the University the Standard Form-LLL, "Disclosure Form to Report Lobbying," available at <http://www.whitehouse.gov/omb/grants/sfllin.pdf>.
- 3) Subrecipient shall require that the language of this certification be included in the award documents for all subcontracts 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 that \$10,000 and not more that \$100,000 for each such failure.

Debarment, Suspension, and Other Responsibility Matters

- 1) Acceptance of this Agreement constitutes certification by the Subrecipient that:
 - A) In accordance with OMB Guidelines, (34 CFR part 85), neither it nor its principals: (1) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency, (2) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in part (b) above; and (4) have not within three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
 - B) Subrecipient it is not delinquent on any Federal debt in accordance with OMB Circular A-129.
 - C) The work will be performed in a drug-free workplace and that steps will be taken to provide a drug-free workplace in accordance with the policy expressed in the Federal Drug-Free Workplace Act of 1988 (Public Law 100-690), as amended.
 - D) Subrecipient is in compliance with the applicable provisions of the Anti-Kickback Act of 1986, 41 U.S.C. § 51 *et seq.*, as set forth in FAR 3.502-2, FAR 3.502-3 and FAR 52.203-7 incorporated herein by reference and provisions of the Copeland Anti-Kickback Act, 18 U.S.C. § 874, as supplemented by Department of Labor Regulations, 29 CFR Part 3.
 - E) Subrecipient is in compliance with the applicable provisions of the Trafficking Victims Protection Act of 2000, 22 U.S.C §7101 *et seq.* as set forth in FAR 22.1700 and FAR 52.222-50 incorporated herein by reference.
 - F) Subrecipient will comply with the requirements of the OMB Circular A-21, A-102, A-110 or A-122 as applicable.
 - G) Subrecipient will comply, as applicable, with the requirements of the National Scenic Rivers Act of 1968, 16 U.S.C. § 1271 *et seq.*, the National Environmental Policy Act of 1969, 42 U.S.C. § 4321 *et seq.*, the Clean Air Act of 1970, 42 U.S.C. § 7401 *et seq.*, the Clean Water Act of 1972, 33 U.S.C. § 1251 *et seq.*, and the requirements of the Endangered Species Act of 1973, 16 U.S.C. § 1631 *et seq.*
 - H) Subrecipient will comply with the requirements of the False Claims Act, 31 U.S.C. §3729 *et seq.* and, if applicable, with the requirements of the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. §1517, as amended, the Buy American Act, 41 U.S.C. 10a -10d, and with the Act of Export Administration Act of 1979, 50 U.S.C. § 2401 *et seq.*
 - I) Subrecipient will comply with the Davis-Bacon Act, 40 U.S.C. §276 as supplemented by Department of Labor regulations, 29 CFR Part 5, if applicable.
 - J) Subrecipient will comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. §327, as supplemented by Department of Labor regulations, 29 CFR Part 5, if applicable.
 - K) Subcontractor (1) 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 that, to the best of Subcontractor's knowledge: (a) all financial disclosures have been made related to the activities that may be funded by this Agreement and required by Subcontractor's Conflict of Interest Policy, and (b) all identified conflicts of interest have or will have been satisfactorily managed, reduced, or eliminated in accordance with Subcontractor's Conflict of Interest Policy prior to the expenditure of funds; that **(2) it does have an active Conflict of Interest, Financial Interest, and/or Conflicts of Commitment Policy in accordance with State and Federal Law requirements**, or that (3) it does not have a conflict of interest policy but it will implement a policy that meets the requirements of 42 CFR Part 50, Subpart F, prior to commencement of work. Subrecipient will notify University's Administrative Contact upon full implementation of such policy.

OMB Circular A-133 Assurance

Subrecipient assures University that it complies with A-133 and that it will notify University of completion of required audits and of any adverse findings, which impact this subcontract. As a recipient of Federal awards with expenditures in excess of \$500,000, University is subject to the Office of Management and Budget Circular A-133, Audits of States, Local Governments, and Nonprofit Organizations. As such, Circular A-133 requires University to monitor our subrecipients of Federal awards and determine whether they have met the audit requirements of the Circular and whether they are in compliance with Federal laws and regulations. Please read the following certifications and assurances in Section A, and, if ALL are true, please sign and date in the space provided.

If you cannot provide positive certification in Section A, please complete Section B (and provide appropriate documents).

Section A:

I hereby certify that for fiscal year ended _____.

_____ Financial statements received an unqualified opinion from our independent certified public accountants; and

_____ The administration of our Federal projects has been audited in accordance with OMB Circular A-133 and there were no material instances of noncompliance with Federal laws and regulations or reportable conditions; and

_____ There are no findings in the single audit report that are specifically related to award(s) from University and

_____ There are no prior unresolved findings.

SECTION B:

I hereby certify that for fiscal year ended _____.

_____ We have completed our OMB Circular A-133 audit, and material noncompliance issues and/or reportable conditions were noted. Enclosed is a copy of the audit package as prescribed in A-133, § 320, subparagraph (c) and our response.

_____ There were findings in the single audit report that are specifically related to a prime award(s) from University. Enclosed is a listing of award(s) as well as an explanation of the finding(s) as they relate to the prime award(s).

_____ We have not yet completed our OMB Circular A-133 audit. We expect the audit to be completed by _____. Within thirty (30) days of completion, we will provide either the positive certifications in Section A or a response as required in Section B.

_____ We did not expend \$500,000 or more in Federal awards during the related fiscal year and therefore are not subject to the requirements of OMB Circular A-133.

Signature

Date

Title

Please address all correspondence pertaining to this Section to:

Amy Roberts
Director of Special Funds Accounting
ASU - Special Funds Accounting
B.B. Dougherty Building
PO Box 32125 - Boone, NC 28608

EEO Assurance

1. University and Subrecipient certify that they, respectively, have active programs for compliance with all applicable State and Federal regulations, executive orders and legislation concerning equal opportunity and affirmative action, and that, wherever required, valid assurances of compliance are on file with the cognizant enforcement agency. Wherever applicable, the above statement of certification includes but is not necessarily limited to the following specific Acts:

A. Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, veteran status, political affiliation, creed, or disabilities. The Subcontractor will take affirmative action to insure that applicants are employed, and that employees are treated during their employment without regard to their race, color, religion, sex, age, national origin, veteran status, political affiliation, creed or disabilities. Covered employment actions shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; salary rates of any or other forms of compensation; and selection for training, including apprenticeship. The Subcontractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Awarding Agency setting forth the provisions of this nondiscrimination clause.

B. Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, veteran status, political affiliation, creed, or disabilities.

C. Subrecipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the Awarding Agency contracting officer, advising the labor union or workers' representative of the Subrecipient's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, as amended by E.O. 11375, and as supplemented by regulations at 41 CFR Part 60 and 34 C.F.R Part 106, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. Subrecipient will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended and the rules, regulations and relevant order of the Secretary of Labor. Subrecipient will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended and by the rules, regulations and orders of the Secretary of Labor, pursuant thereto, and will permit access to his books, records, and accounts by the Awarding Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

E. In the event of the Subrecipient's noncompliance with the non-discrimination clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Subrecipient may be declared ineligible for further Government Contracts in accordance with procedures in Executive Order No. 11246 of September 24, 1965, as amended and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended or by rule, regulation, or order of the Secretary of Labor, or as otherwise by law.

F. The Subrecipient will include the provisions of Paragraphs (A) through (E) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontract or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as the Awarding Agency may direct as means of enforcing such provisions including sanctions for noncompliance: provided, however, that in the event the Subrecipient becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Awarding Agency, the Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.

G. Subrecipient agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, as amended, The Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1972, and the requirements of the Americans with Disabilities Act of 1990.

H. Subrecipient agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, age, veteran status, political affiliation, creed, or disabilities. Any act of discrimination committed by Subcontractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

Research Assurances

1) Pursuant to 45 CFR 46, Subpart A, Protection of Human Subjects, Subrecipient and University agree that any human research protocol conducted under this Agreement shall be reviewed and approved by Subcontractor's Institutional Review Board (IRB) before any human research subjects are included in the project. Although University will not serve as the institutional review board for the Subcontractor, University reserves the right to review and approve any IRB before any research is undertaken in the project. Instances of noncompliance with this provision shall be reported immediately to the University's Administrative contact. Informed consent of human research subjects shall be obtained by methods consistent with 45 CFR Part 46.

2) Pursuant to the Animal Welfare Act and the Public Health Service Policy in Humane Care and Use of Laboratory Animals, the Subrecipient and University agree that any animal research protocol conducted under this Agreement shall be reviewed and approved by University's Institutional Animal Care and Use Committee (IACUC) before any animal research is undertaken in the project. Instances of noncompliance with this provision shall be reported immediately to the University's Administrative contact.

Appalachian State University

3) Instances of scientific fraud or misconduct related to the performance of the work conducted under this Agreement shall be reported to the Project Director immediately subsequent to any independent determination that fraud or misconduct has occurred.

4) By signing this Agreement, Subrecipient warrants that it has no public or private interest, direct or indirect, and shall not acquire directly or indirectly any such interest which does or may conflict in any manner with the performance of Subrecipient's services and obligations under this Agreement. Subrecipient further warrants that it has, or shall have, written policies and guidelines on conflict of interest and avoidance thereof. Subrecipient certifies that, to the best of its knowledge, no conflicts of interest exist for individuals participating in the project supported under this Agreement. Should this situation change during the time of this Agreement, Subrecipient shall promptly report said changes to University's Administrative Contact.

5) By signing this Agreement, Subrecipient warrants that, if applicable, Subrecipient will it will comply with Section 7009 of the America Creating Opportunities to Meaningfully Promote Excellence in Technology, Education, and Science Act, 42 U.S.C. § 1862 *et seq.*

Attachment 3 - Contacts	
University Contacts	Subrecipient Contacts
<p>Administrative Contact</p> <p>Name:</p> <p>Address: 287 Rivers St., Suite 382, J. E. Thomas Hall, PO BOX 32174 Boone, NC 28608</p> <p>Telephone: Fax: 828-262-2641 Email:</p>	<p>Administrative Contacts</p> <p>Name:</p> <p>Address:</p> <p>Telephone: Fax: Email:</p>
<p>Principal Investigator</p> <p>Name: Address:</p> <p>Telephone: Fax: Email:</p>	<p>Project Director</p> <p>Name: Address:</p> <p>Telephone: Fax: Email:</p>
<p>Financial Contact</p> <p>Name: Amy Roberts Director of Special Funds Accounting</p> <p>Address: ASU - Special Funds Accounting B.B. Dougherty Building PO Box 32125 - Boone, NC 28608</p> <p>Telephone: 828-262-6419 Fax: 828-262-6472 Email: robertsaj@appstate.edu</p>	<p>Financial Contact</p> <p>Name:</p> <p>Address:</p> <p>Telephone: Fax: Email:</p>
<p>Authorized Official</p> <p>Name: Charna Howson Director of Sponsored Programs</p> <p>Address: 287 Rivers St., Suite 382, J.E. Thomas Hall, PO BOX 32174 Boone, NC 28608</p> <p>Telephone: 828-262-7311 Fax: 828-262-2641 Email: howsonck@appstate.edu</p>	<p>Authorized Official</p> <p>Name:</p> <p>Address:</p> <p>Telephone: Fax: Email:</p>

Attachment 7- Sample Invoice

Vendor _____

Invoice # _____

Address _____

Date _____

Send Invoice To:

AMY ROBERTS

ASU SPECIAL FUNDS ACCOUNTING
B.B. Dougherty Building
PO Box 32125 – Boone, NC 28608

TO INVOICE FOR SERVICES AS FOLLOWS:

DESCRIPTION OF SERVICES: _____

ASU FUND #: _____

PRINCIPAL INVESTIGATOR _____

GRANT # _____

PURCHASE ORDER # _____

FROM	CURRENT XX/XX/00	CUMULATIVE XX/XX/00
SALARIES & WAGES	\$XX,XXX.XX	\$XX,XXX.XX
FRINGE BENEFITS	\$XX,XXX.XX	\$XX,XXX.XX
TRAVEL	\$XX,XXX.XX	\$XX,XXX.XX
PROFESSIONAL SERVICES	\$XX,XXX.XX	\$XX,XXX.XX
OPERATING SERVICES	\$XX,XXX.XX	\$XX,XXX.XX
SUPPLIES	\$XX,XXX.XX	\$XX,XXX.XX
OTHER CHARGES	\$XX,XXX.XX	\$XX,XXX.XX
SUBTOTAL	\$XX,XXX.XX	\$XX,XXX.XX
INDIRECT COSTS	\$XX,XXX.XX	\$XX,XXX.XX
EQUIPMENT	\$XX,XXX.XX	\$XX,XXX.XX
TOTAL BILLING	\$XX,XXX.XX	\$XX,XXX.XX

I CERTIFY THAT ALL PAYMENTS REQUESTED ARE FOR APPROPRIATE PURPOSES AND IN ACCORDANCE WITH THE AGREEMENTS SET FORTH IN THE AGREEMENT.

BY _____ Phone _____

Inquiries: _____

Make check payable to: _____ Fax _____

Number _____